INFLATION

STANDARD AGREEMENT — AMENDMENT

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

Agreement 81-251

1

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

F.Y. 81/82

THIS AGREEMENT, made and entered into this 1st day of September, 19 81 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

PROJECT NUMBER: 57-L215-03080-1

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Supt. of Public Instruction	California State Department of Education	CD- 3234

hereafter called the State, and

Yolo County Department of Public Welfare CWD

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

That certain State of California Standard Agreement dated July 1, 1981 designated as number CD- 3234, shall be amended in the following particulars, but no others:

Approved as to form
Dated 10/6/81
Wm. D. Kolt
Deputy County Counsel of Yolo County

ITEM III--COST AND PAYMENT:

Sub-Item A. The maximum amount payable pursuant to the provisions of this agreement shall be amended by deleting reference to $ 3,079 and inserting $ 3,264 in place thereof.

Sub-Item B. The maximum reimbursement rate per hour for actual and allowable costs pursuant to the provisions of this agreement shall be amended by deleting references to $ 1.48 and inserting $ 1.57 in place thereof.

Exhibit D, Budget: Delete existing and insert attached Exhibit D, which by this reference is incorporated herein.

Except as amended herein, all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: State Department of Education	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Department of Public Welfare
BY (AUTHORIZED SIGNATURE): ▶	BY (AUTHORIZED SIGNATURE): ▶
TITLE: William D. Whiteneck, Deputy Superintendent for Administration	TITLE:
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS:

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ (see above)	Child Development Programs	GENERAL

UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	610-101-001 30.10.020,24(a)	99	1981	1981-82

ADJ. INCREASING ENCUMBRANCE	FUNCTION
$	03080- L215

ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT
$	70102

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ | DATE

5000	CONTRACT SERVICES AND OTHER OPERATING EXPENSES - - TOTAL . .		$3,246
5100	Contracts for personal services	$3,246	
5200	Travel and conference expenses		
5300	Dues and memberships		
5410	Property insurance.		
5420	Liability insurance		
5430	Fidelity bond premiums		
5440	Pupil insurance		
5500	Utilities and housekeeping services		
5600	Contracts		
	Rents		
	Leases		
5700	Legal expenses		
	Audit expenses		
6400	EQUIPMENT - - TOTAL		
6430	Food service equipment		
6490	All other equipment		

II. INDIRECT COSTS:

APPROVED RESTRICTED INDIRECT COST RATE: _____% . . . . . .

III. GRAND TOTAL OF ALL DIRECT AND INDIRECT COSTS. $3,246

(Must equal to the amount shown under Item V; COST AND PAYMENT OF THE STANDARD AGREEMENT--(CWD use amount shown under Item III))

FILED

NOV - 2 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY _____ DEPUTY

AGREEMENT NO. 81-252

JOINT POWERS AGREEMENT TRANSFERRING A PORTION OF AN UNDERGROUNDING DISTRICT FROM THE COUNTY OF YOLO TO THE CITY OF WOODLAND

THIS AGREEMENT is made by and between the CITY OF WOODLAND, 300 First Street, Woodland, California 95695, hereinafter CITY, and the COUNTY OF YOLO, 725 Court Street, Woodland, California 95695, hereinafter COUNTY, as follows:

1. BACKGROUND. A district formed to cause the placing of utilities underground in both CITY and COUNTY territory was established jointly by the CITY and the COUNTY. The boundaries of this district, as originally formed, are set forth on Exhibit A, attached hereto and made part hereof. Through annexation the CITY acquired a portion of the COUNTY territory in the district. The boundaries of the COUNTY territory in the district acquired through annexation by the CITY are set forth on Exhibit B, attached hereto and made part hereof. To assure continuity of administration of the district and to remove any cloud with respect to the legality of the administrative actions which may be taken, the CITY proposes that the COUNTY agree to expressly confer power upon the CITY to administer that portion of COUNTY territory in the district recently annexed by the CITY and, further, that the COUNTY give to the CITY the proportionate share of funds from the P.G. & E. and Pacific Telephone Company undergrounding fund funding that portion of COUNTY'S territory in the district recently annexed by the CITY.

2. AGREEMENT. Pursuant to authority of Government Code Section 6502, COUNTY hereby confers, transfers and assigns to the CITY all of its authority and obligation to administer that portion of the district above identified on Exhibit B, which gives

the CITY the power and obligation to administer all CITY territory in the undergrounding district as shown on Exhibit C, and the COUNTY further transfers and assigns to the CITY the proportionate share of funds from the Pacific Gas and Electric Company and the telephone company undergrounding fund funding that portion of COUNTY territory in the district recently annexed by the CITY.

DATED: October 13, 1981

CITY OF WOODLAND:

Harry O. Walker
Mayor

ATTEST:

Chris A Scott
City Clerk

ATTEST:

Connie C. Adam
Clerk of the Yolo County
Board of Supervisors

COUNTY OF YOLO:

Robert N Blackburn
Chairman of the
Yolo County Board
of Supervisors

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Connie C. Adam
Deputy

UNDERGROUNDING DISTRICT NO. 8

DESCRIPTION OF DISTRICT BOUNDARY

Beginning at a point on the north line of West Court Street situate 278 feet west of the centerline of West Street; thence, from said point of beginning, westerly along said north line to a point 623 feet west of the west line of Ashley Avenue; thence, southerly to a point 60 feet north of the centerline of West Main Street; thence, westerly along a line parallel with and 60 feet north of said centerline to a point 150 feet east of the centerline of Plainfield Road (also known as County Road No. 98); thence, southerly along a line aprallel with and 150 feet east of said centerline to a point on the centerline of West Main Street; thence, easterly along said centerline to the centerline of Cottonwood Street; thence, southerly along said centerline to a point 60 feet south of the centerline of West Main Street; thence, easterly along a line parallel with and 60 feet south of said centerline to the east line of Cottonwood Street; thence, southerly along said east line to a point 225 feet south of the centerline of West Main Street; thence, easterly along a line parallel with and 225 feet south of said centerline to a point on the west line of Community Lane; thence, northerly along said west line to its intersection with the south line of Main Street; thence, easterly along said south line to its intersection with the east line of Community Lane; thence, southerly along said east line to a point 225 feet south of the centerline of West Main Street; thence, easterly along a line parallel with and 225 feet south of said centerline to a point on the east line of California Street; thence, northerly along said east line to a point

EXHIBIT A

203.5 feet north of the north line of West Main Street; thence easterly along a line parallel with and 203.5 feet north of said north line to a point 278 feet west of the centerline of West Street; thence, northerly along a line parallel with and 278 feet west of said centerline to a point on the north line of West Court Street, said point being the point of beginning of this description.

Resolution 6-23-81

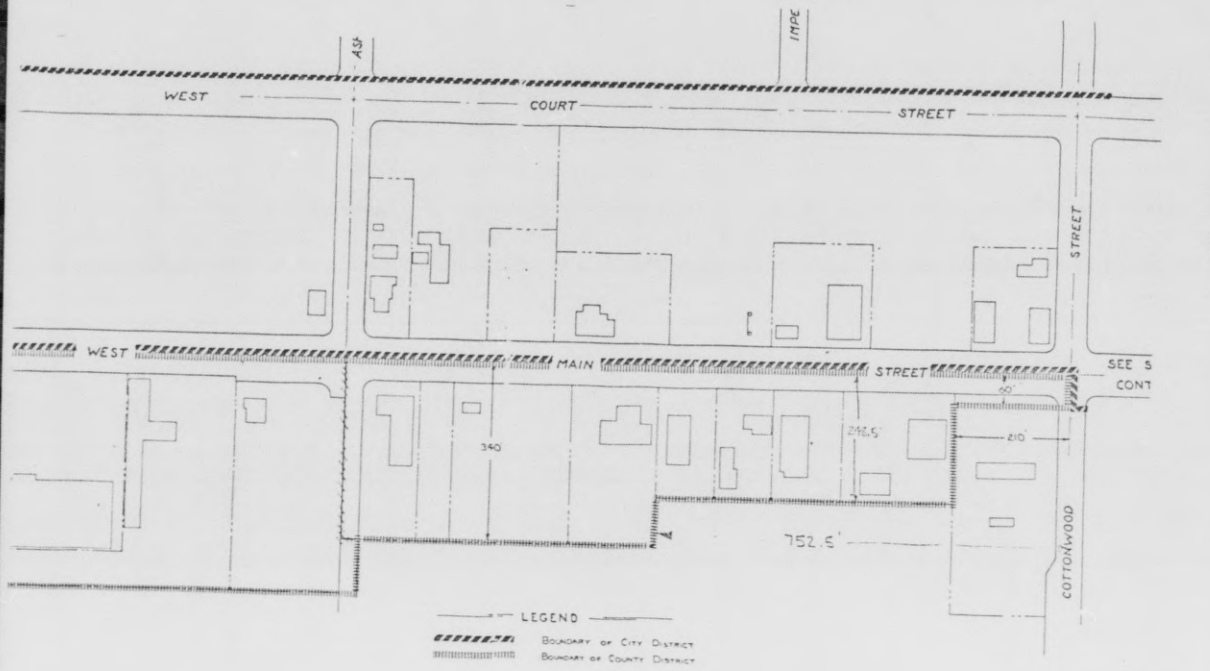
PORTION OF UNDERGROUND DISTRICT NO. 8 CHANGED FROM
COUNTY DISTRICT TO CITY DISTRICT

Description:

Beginning at the intersection of the centerline of West Main Street with the centerline of Ashley Avenue; thence from said point of beginning, southerly along the centerline of Ashley Avenue to a point 340 feet south of the centerline of W. Main St.; then easterly parallel with said centerline to a point 752.5 feet west of the centerline of Cottonwood Street; thence northerly parallel with said centerline to a point 248.5 feet south of the centerline of West Main Street; thence easterly, parallel with said centerline, to a point 210 feet west of the centerline of Cottonwood Street; thence northerly parallel with said centerline to a point 60 feet south of the centerline of W. Main St.; thence easterly parallel with said centerline to the centerline of Cottonwood Street; thence, northerly along said centerline to the centerline of W. Main St.; thence westerly along said centerline to its intersection with the centerline of Ashley Avenue, said intersection being the point of beginning of this description.

EXHIBIT B1

EXHIBIT B2


ASH
IMPE
WEST
COURT
STREET
STREET
WEST
MAIN
STREET
SEE S
CONT
60'
340
248.5'
210'
752.5'
COTTONWOOD
LEGEND
BOUNDARY OF CITY DISTRICT
BOUNDARY OF COUNTY DISTRICT

UNDERGROUNDING DISTRICT NO.8

REVISED DESCRIPTION OF DISTRICT BOUNDARY
(including W. Main Street Annexation 80-6)

Beginning at a point on the north line of West Court Street situate 278 feet west of the centerline of West Street; thence, from said point of beginning, westerly along said north line to a point 623 feet west of the west line of Ashley Avenue; thence, southerly to a point 60 feet north of the centerline of West Main Street; thence, westerly along a line parallel with and 60 feet north of said centerline to a point 150 feet east of the centerline of Plainfield Road (also known as County Road No. 98); thence, southerly along a line parallel with and 150 feet east of said centerline to a point on the centerline of West Main Street; thence, easterly along said centerline to the centerline of Ashley Avenue; thence, southerly along the centerline of Ashley Avenue to a point 340 feet south of the centerline of W. Main St.; then easterly parallel with said centerline to a point 752.5 feet west of the centerline of Cottonwood Street; thence northerly parallel with said centerline to a point 248.5 feet south of the centerline of West Main Street; thence easterly, parallel with said centerline, to a point 210 feet west of the centerline of Cottonwood Street; thence northerly parallel with said centerline to a point 60 feet south of the centerline of W. Main St.; thence easterly parallel with said centerline to the east line of Cottonwood Street; thence southerly along said east line to a point 225 feet south of the centerline of West Main Street; thence easterly along a line parallel with and 225 feet south of said centerline to a point on the west line of Community Lane; thence, northerly along said west line to its intersection with the south line of Main Street; thence easterly along said south line to its intersection with the east line of Community Lane; thence southerly along said east line to a point 225 feet south of the enterline of West Main Street; thence easterly along a line parallel with and 225 feet south of said centerline to a point on the east line of California Street; thence northerly along said east line to a point

EXHIBIT C

203.5 feet north of the north line of West Main Street; thence easterly along a line parallel with and 203.5 feet north of said north line to a point 278 feet west of the centerline of West Street; thence, northerly along a line parallel with and 278 feet west of said centerline to a point on the north line of West Court Street, said point being the point of beginning of this description.

FILED

OCT 15 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-253

THIS AGREEMENT, dated for convenience this 13th day of October, 1981, in the State of California, by and between the County of Yolo, a political subdivision, hereinafter referred to as COUNTY, and Lowry & Associates, and/or Lowry Testing Laboratories, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. Government Code Section 25351 authorizes a board of supervisors on behalf of a county to construct public buildings as are necessary to carry out the work of the county government.

2. COUNTY desires to exercise that power to construct buildings in connection with a project known as the Yolo County Communications Center, West Beamer Street, West of Cottonwood Street, Woodland, California.

3. Government Code Section 31000 authorizes a board of supervisors to contract for special services on behalf of the County with persons specially trained, experienced, expert and competent to perform special services.

4. COUNTY desires to exercise such authority to contract for special services to retain CONTRACTOR to perform certain geotechnical engineering services in connection with the Yolo County Communications Center Project.

5. CONTRACTOR has submitted a proposal in the form of a letter dated August 18, 1981, addressed to Yolo County entitled Yolo County Communications Center, hereinafter referred to as proposal, which is incorporated by reference as if set forth at length herein.

6. In reliance on the proposal and the representations made therein, COUNTY desires to obtain CONTRACTOR's special expert geotechnical services and

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 1271
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. Work. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY certain services and materials described in proposal.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express

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COUNTY OF YOLO
P.O. BOX 327
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7. TERMINATION. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is of the essence of this Agreement.

11. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT. The COUNTY for and in consideration of the covenants,

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

conditions, agreements and stipulations of the CONTRACTOR herein expressed does hereby agree to compensate CONTRACTOR in accordance with the schedule of fees for geotechnical engineering dated March, 1981, a copy of which is attached hereto and incorporated by reference herein; provided, however, that total compensation under this agreement shall not exceed One Thousand Five Hundred Fifty Dollars ($1,550.00). Payments shall be made upon monthly invoices submitted to the Director of County Facilities of COUNTY and upon acceptance by the Director of County Facilities of the Work performed as performed in accordance with this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

LOWRY & ASSOCIATES

BY _____
Authorized Representative

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

_____
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 1271
WOODLAND, CA. 95695
TEL. NO.: (916) 666-8211

LOWRY & ASSOCIATES
GEOTECHNICAL ENGINEERS

August 18, 1981

Yolo County
Yolo County Facilities and Ground
Maintenance Department
Attention: Jim Aboytes
226 4th Street
Woodland, CA 95695

YOLO COUNTY COMMUNICATIONS CENTER
West Beamer Street west of Cottonwood Street
Woodland, California

We are submitting this proposal for the performance of a foundation engineering investigation for the subject communications center.

In preparing this proposal, we have reviewed our foundation engineering investigation for the adjacent Juvenile Hall (L & a No. 75-39), and have discussed the proposed project as well as the scope of our services with Klyne Beaumont, Structural Engineer. We have visited the site and have reviewed a topographic survey of the area entitled:

> "TOPO FOR YOLO PROPERTY, NORTH OF W. BEAMER ST. AND WEST OF COTTONWOOD" (scale: 1" = 20'; dated July 8, 1981; Drawing No. 8106060) prepared by Yolo Engineers and Surveyors, Woodland, California.

It is our understanding that the proposed construction will consist of a 1-story, reinforced concrete structure utilizing a concrete slab-on-grade floor. It is indicated that earth will be bermed against 3 sides of the structure for radiation protection. We understand the facility will be approximately 300 feet northerly of the existing Juvenile Hall facility.

The purposes of this study would be to provide information regarding surface and subsurface soil and groundwater conditions as well as conclusions and recommendations regarding preparation of the area to be occupied by the facility, design and construction of the foundations and walls, and floor support. In performing this investigation, we intend to utilize our previous foundation report for the Juvenile Hall in conjunction with new field and laboratory test data obtained from 2 borings to be drilled in the area of the proposed center.

The 2 proposed borings would extend to a maximum depth of approximately 15 feet below grade. Relatively undisturbed soil samples would be recovered from the borings, and selected samples would be subjected to laboratory testing to assess various engineering properties. Following analyses of field and laboratory test results, a letter report would be prepared. The report would contain the following:

1. boring location plan;
2. boring logs;
3. laboratory test results;
4. text, including:
   a. findings regarding site, soil and groundwater conditions;
   b. conclusions pertaining to bearing capacity, expansive soils and engineered fill materials;
   c. recommendations for site preparation, foundations, design of earth retaining walls, and floor support;
5. guide earthwork specifications.

Where conditions are similar to those encountered at the Juvenile Hall facility, the previous report would be referenced in addressing the above items.

It is anticipated that this work can be accomplished for a fee of approximately $1550. Final billing would be determined in accordance with the attached standard schedule of fees for the work required. The above fee does not include consideration of plan and specification reviews, nor testing and observation costs during construction.

Please sign the attached contract and return one copy of it and this letter as our written authorization to proceed. Please direct any questions regarding this proposal or which may arise during the performance of our investigation to me, as it is anticipated that I will be the project engineer handling this investigation for our firm.

William C. Boli
by WILLIAM C. BOLI
for LOWRY & associates

WCB:mw

Attachments

xc: Al Graf, Architect
Liske, Lionakis, Beaumont & Engberg/Klyne Beaumont

LOWRY & ASSOCIATES
GEOTECHNICAL ENGINEERS

SCHEDULE OF FEES FOR GEOTECHNICAL ENGINEERING

March, 1981

1. FIELD EXPLORATION

Test borings with undisturbed sampling, test probings or other exploration using drill rig and crew	$ 100.00 per hour
Test borings with undisturbed sampling, test probings using hand sampling equipment and crew	75.00 per hour
Geophysical exploration: equipment plus crew	100.00 per hour
Tools and equipment expended on job	Cost
Rental equipment and labor	Cost + 15%
Mileage	0.45 per mile

2. LABORATORY TESTING

Moisture Content	8.00 each
Dry Unit Weight	9.75 each
Unconfined Compression *	40.00 each
Direct Shear *	
Undisturbed, Quick	52.00 each
Remolded, Quick	74.00 each
Undisturbed, Consolidated	68.00 each
Remolded, Consolidated	90.00 each
Triaxial Compression, quick, without pore pressure measurements *	
Undisturbed Specimens	70.00 each
Remolded	90.00 each
Other Types	Quotation on request
Consolidation	200.00 each
Atterberg Limits	70.00 each
Expansion Index UBC 29-2	70.00 each
Shrinkage Limit	80.00 each
Permeability *	
Undisturbed	95.00 each
Remolded	120.00 each
Grading Analysis	
Fine, including wash	40.00 each
Coarse	30.00 each
Hydrometer Analysis	85.00 each

* including moisture content and dry unit weight

P.O. BOX 13340 • SACRAMENTO, CALIFORNIA 95813 • AREA 916 929-9012

March, 1981

Compaction Characteristics: Laboratory maximum density-optimum moisture	
ASTM D698	
Methods A & C	$ 85.00 each
Methods B & D	103.00 each
ASTM D1557	
Method A	103.00 each
Methods B, C & D	130.00 each
California Test Method No. 216	115.00 each
Resistance "R" Value, California 301	
Untreated Samples	115.00 each
Laboratory Mixed Cement or Lime Stabilized Samples	140.00 each
Services by associate firms	Cost + 15%

3. ENGINEERING & REPORT

Technician	27.00 per hour
Senior Technician	34.50 per hour
Engineer/Geologist	38.00 per hour
Staff Engineer/Geologist	45.00 per hour
Project Engineer/Geologist	50.00 per hour
Senior Engineer/Geologist	65.00 per hour
Supervision of technical work, per hour of technician's time (including travel time)	2.50 per hour
Premium Charges: add to applicable basic technician rate	
Overtime	8.00 per hour
Sundays and Holidays	16.00 per hour

4. PRINCIPAL/CONSULTANT

Quotation

Note: Travel time and mileage is charged on basis of round trip between office and jobsite at the applicable rates.

FILED

OCT 15 1931

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-254

THIS AGREEMENT, dated for convenience this 13th day of October, 1981, in the State of California, by and between the County of Yolo, a political subdivision, hereinafter referred to as COUNTY, and Lowry & Associates, and/or Lowry Testing Laboratories, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. Government Code Section 25351 authorizes a board of supervisors on behalf of a county to construct public buildings as are necessary to carry out the work of the county government.

2. COUNTY desires to exercise that power to construct buildings in connection with a project known as the Yolo County Administration Center, Northwesterly Corner of Court and 2nd Streets, Woodland, California.

3. Government Code Section 31000 authorizes a board of supervisors to contract for special services on behalf of the County with persons specially trained, experienced, expert and competent to perform special services.

4. COUNTY desires to exercise such authority to contract for special services to retain CONTRACTOR to perform certain geotechnical engineering services in connection with the Yolo County Administration Center.

5. CONTRACTOR has submitted a proposal in the form of a letter dated September 23, 1981, addressed to Yolo County entitled Yolo County Administration Center, hereinafter referred to as proposal, which is incorporated by reference as if set forth at length herein.

6. In reliance on the proposal and the representations made therein, COUNTY desires to obtain CONTRACTOR's special expert geotechnical services and

OFFICE OF THE
COUNTY COUNSEL
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P.O. BOX 127
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TEL. NO.: (916) 666-8211

CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. Work. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY certain services and materials described in proposal.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7. TERMINATION. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is of the essence of this Agreement.

11. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT. The COUNTY for and in consideration of the covenants,

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

conditions, agreements and stipulations of the CONTRACTOR herein expressed does hereby agree to compensate CONTRACTOR in accordance with the schedule of fees for geotechnical engineering dated March, 1981, a copy of which is attached hereto and incorporated by reference herein; provided, however, that total compensation under this agreement shall not exceed Six Thousand Nine Hundred Dollars ($6,900.00). Payments shall be made upon monthly invoices submitted to the Director of County Facilities of COUNTY and upon acceptance by the Director of County Facilities of the Work performed as performed in accordance with this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M Cooper
DEPUTY

(SEAL)

LOWRY & ASSOCIATES

BY Thomas D Wallace
Authorized Representative

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

LOWRY & ASSOCIATES
GEOTECHNICAL ENGINEERS

September 23, 1981

County of Yolo
Department of County Facilities
Attention: Joe Crescione, Director
226 4th Street
Woodland, CA 95695

YOLO COUNTY ADMINISTRATION CENTER
Northwesterly Corner of Court and 2nd Streets
Woodland, California

We are submitting this proposal for the performance of a foundation engineering investigation of the subject site at the request of Joe Crescione following a September 21, 1981, meeting with him.

In preparing this proposal, we have reviewed previous work we have performed in the area and have discussed the scope of our services with Joe Crescione, Irvin McMullen with Dean F. Unger, Inc., Architects, and Walter Buehler of Buehler & Buehler, Structural Engineers. We have visited the site and have reviewed a topographic survey by Yolo Engineers and Surveyors dated September 8, 1981, their drawing No. 810874.

We understand that the building will have overall dimensions on the order of 140 feet by 230 feet and will be a steel frame structure with a basement, and two floors above grade. The basement will extend approximately 9 feet below existing grade. Mr. Buehler has indicated dead plus live column loads of up to 200 kips.

The purposes of our study would be to provide information regarding subsurface soil and groundwater conditions as well as conclusions and recommendations regarding the soil-related aspects of the proposed construction.

To accomplish these purposes, we propose to drill 5 borings to estimated depths of 40 to 60 feet below grade using a CME-55 rotary drill rig. Two of the borings would be cased with perforated pipe and capped to provide permanent ground water observation wells. Relatively undisturbed soil samples would be recovered from the borings and selected samples would be subjected to laboratory testing to assess various engineering properties. Following analyses of the

test results, a formal report would be prepared containing:

1. boring location plan,
2. boring logs,
3. laboratory test results,
4. text, including:
    a. findings regarding site, soil and groundwater conditions;
    b. conclusions regarding soil bearing capacity, expansion qualities, anticipated settlement, groundwater problems and pavement subgrade qualities;
    c. recommendations for site preparation, foundation type and design, design of basement walls including water-proofing, ground floor support and pavement design alternatives;
5. guide earthwork specifications.

It is anticipated that this work can be accomplished for a fee of approximately $6900. Final billing would be determined in accordance with the attached standard schedule of fees for the work required. This fee does not include consideration of plan and specification review nor testing and observation costs during construction.

Please sign the attached contract and return one copy of it and this letter as our written authorization to proceed.

Thomas S. Wallace

by THOMAS S. WALLACE
for LOWRY & associates

TSW:sw

attachments

LOWRY & ASSOCIATES
GEOTECHNICAL ENGINEERS

SCHEDULE OF FEES FOR GEOTECHNICAL ENGINEERING

March, 1981

1. FIELD EXPLORATION

Test borings with undisturbed sampling, test probings or other exploration using drill rig and crew	$ 100.00 per hour
Test borings with undisturbed sampling, test probings using hand sampling equipment and crew	75.00 per hour
Geophysical exploration: equipment plus crew	100.00 per hour
Tools and equipment expended on job	Cost
Rental equipment and labor	Cost + 15%
Mileage	0.45 per mile

2. LABORATORY TESTING

Moisture Content	8.00 each
Dry Unit Weight	9.75 each
Unconfined Compression *	40.00 each
Direct Shear *	
Undisturbed, Quick	52.00 each
Remolded, Quick	74.00 each
Undisturbed, Consolidated	68.00 each
Remolded, Consolidated	90.00 each
Triaxial Compression, quick, without pore pressure measurements *	
Undisturbed Specimens	70.00 each
Remolded	90.00 each
Other Types	Quotation on request
Consolidation	200.00 each
Atterberg Limits	70.00 each
Expansion Index UBC 29-2	70.00 each
Shrinkage Limit	80.00 each
Permeability *	95.00 each
Undisturbed	120.00 each
Remolded	
Grading Analysis	40.00 each
Fine, including wash	30.00 each
Coarse	85.00 each
Hydrometer Analysis	

* including moisture content and dry unit weight

P.O. BOX 13340 • SACRAMENTO, CALIFORNIA 95813 • AREA 916 929-9012

March, 1981

Compaction Characteristics: Laboratory maximum density-optimum moisture	
ASTM D698	
Methods A & C	$ 85.00 each
Methods B & D	103.00 each
ASTM D1557	
Method A	103.00 each
Methods B, C & D	130.00 each
California Test Method No. 216	115.00 each
Resistance "R" Value, California 301	
Untreated Samples	115.00 each
Laboratory Mixed Cement or Lime Stabilized Samples	140.00 each
Services by associate firms	Cost + 15%

3. ENGINEERING & REPORT

Technician	27.00 per hour
Senior Technician	34.50 per hour
Engineer/Geologist	38.00 per hour
Staff Engineer/Geologist	45.00 per hour
Project Engineer/Geologist	50.00 per hour
Senior Engineer/Geologist	65.00 per hour
Supervision of technical work, per hour of technician's time (including travel time)	2.50 per hour
Premium Charges: add to applicable basic technician rate	
Overtime	8.00 per hour
Sundays and Holidays	16.00 per hour

4. PRINCIPAL/CONSULTANT — Quotation

Note: Travel time and mileage is charged on basis of round trip between office and jobsite at the applicable rates.

BK

Yolo County
Agreement No. 81-255

A JOINT POWERS AGREEMENT

FOR

PUBLIC TRANSIT

FILED

NOV 13 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY [signature]
DEPUTY

An Agreement, Made and Entered Into

this 13th day of November, 1981,

By and Between the Following Participating Agencies:

THE

1) City of Davis.

a body politic and a municipal corporation of the State of California;

AND THE

2) City of Woodland,

a body politic and a municipal corporation of the State of California;

AND THE

3) County of Yolo,

a political subdivision of the State of California, hereinafter referred to as "COUNTY".

JOINT POWERS AGREEMENT

Joint Exercise of Powers, Agreement to Provide for the Furnishing, Operation and Maintenance of a Public Transit System.

THIS AGREEMENT is dated for convenience as of _____, 1981 and entered into between certain of the PUBLIC AGENCIES within Yolo County, hereafter referred to as "Participating Agencies", and comprised of the following PUBLIC AGENCIES:

City of Davis City of Woodland	Municipal corporations and general law Cities of the State of California
County of Yolo,	A political subdivision of the State of California

Witnesseth:

RECITALS

THIS AGREEMENT is predicated upon the following facts:

WHEREAS, the parties to this Agreement have the common power to provide and furnish transit and transportation services within their respective jurisdictions; and

WHEREAS, the purpose of this Agreement is to provide an improved public transportation system for the residents of the County of Yolo and the Cities of Davis and Woodland at a more economical cost than is currently being provided; and

WHEREAS, on the _____day of _____, 1981, the Board of Directors of the Sacramento Regional Transit District has approved the furnishing of public transportation services within the boundaries of said District by the County or its Contractor in accordance with Section 99288 of the Public Utilities Code of the State of California; and

WHEREAS, each of the parties to this Agreement desire to join together with the other parties for the purpose of (a) developing an effective inter-community public transit system, and (b) awarding of a contract for the furnishing, operation and maintenance of a

public transit system, to provide transit services on the routes depicted on the maps attached hereto as Exhibit A, B, and C, and incorporated herein by this reference; and

WHEREAS, this Agreement is specifically authorized by Section 6502 of the Government Code of the State of California;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

PURPOSES

This Agreement is entered into by the City of Davis, the City of Woodland and Yolo County, pursuant to California Government Code Section 6502, in order to: (a) plan and develop a public transit system, (b) provide a general service public transit system, (c) jointly finance transit system, (d) administer contracts for the provision of a public transit system by a private provider of such services, and (e) provide for more direct control of services by the local public agencies.

ARTICLE 2

RULES OF CONSTRUCTION

The present tense includes the past or future tense; the future includes the present tense.

The singular includes the plural and the plural includes the singular.

Shall is mandatory and may is permissive.

The masculine gender includes the feminine and neuter.

ARTICLE 3

PARTIES TO AGREEMENT

The City of Davis and the City of Woodland, being parties to this Agreement certify that they intend to, and do contract with the County of Yolo for the provision of a general public transit system under the terms of this Agreement, and such other supplemental agreements as may be mutually determined to be appropriate and agreed upon.

ARTICLE 4

NO SEPARATE ENTITY

It is not the intent of the parties to this Agreement to create a separate and autonomous agency or authority to carry out the purpose of this Agreement. Rather, it is intended that the County of Yolo provide public transit services for the County and Cities of Davis and Woodland pursuant to the terms of this Agreement.

ARTICLE 5

TERM OF AGREEMENT

This Agreement becomes effective on the 13th day of October, 1981, and continues until terminated as hereinafter provided.

ARTICLE 6

TRANSIT COORDINATOR

There shall be created within the Yolo County Department of Public Works the position of Transit Coordinator, whose function shall be to administer the

contract for public transit services and perform such other transportation related functions as determined to be appropriate in carrying out the powers and duties set forth in this Agreement and any supplemental agreements hereto.

The duties and responsibilities of the Transit Coordinator shall consist of, but not be limited to providing coordination of transit related activities between the Cities and the County, act as contact person between the Cities, County, State, and Federal governments on transit matters, make applications for such grant monies as may become available, attend meetings pertaining to transit, make reports, gather data, prepare estimates and budgets, and other transit tasks as may be assigned.

The Transit Coordinator shall be an employee of the County of Public Works and Transportation Department, and shall report to and be supervised by the Yolo County Public Works and Transportation Director.

ARTICLE 7

BUDGET

The County shall establish a separate enterprise fund for the purpose of collecting and accounting for all revenues, fares and contributions and for the dispersement of all expenditures for the administration and operation of the public transportation system described herein.

The County shall prepare an annual preliminary budget in February of each year for the above enterprise fund in sufficient detail such that each Participating Agency can submit and file annual Transportation Development Act claims with the Sacramento Area Council of Governments acting as the area's Transportation Planning Agency. The budget will show by route the cost of operation and administration to each agency and will show fare revenue credits.

Information contained therein shall provide data on projected revenues and expenditures for the current year as well as projected revenues and expenditures for the following fiscal year.

The proposed preliminary budget shall be submitted annually to each agency receiving service in order to permit the legislative body to review matters pertaining to transit services projected to be provided in their jurisdiction for the following fiscal year, and to consult with the County regarding such matters.

After review and consideration of the matters forwarded by the Cities to the County, the County shall adopt a final annual budget for the public transportation system, and the Cities agree to be bound by and contribute their portionate share of such budget pursuant to this Agreement.

ARTICLE 8

FARE SCHEDULES

The County shall establish the fares at least annually, or more often as needed. The County shall establish such fares by resolution at least thirty (30) days prior to their effective date. Prior to adopting or amending fares for routes 43, 44, 45 and the portions of route 42 within either City, as shown on Exhibits A and B hereto, the County shall consult with and consider the requests of the participating agency or agencies through which such route runs.

ARTICLE 9

CONTRIBUTIONS

Each Participating Agency agrees to make contributions to the County in the manner and in the amounts as follows:

1. Cost:

The County shall allocate all costs of furnishing transportation services as provided in this agreement as follows:

(a) Each agency shall be charged for all costs of service based upon the annual vehicle route miles for exclusive service to that jurisdiction. For all purposes of this Agreement, "annual vehicle route miles" shall mean the total of the following: The total length in miles of a route, multiplied by the number of times such route is operated during any specified day, multiplied by the number of days such route is operated during the twelve month time period for which the annual vehicle route miles are being calculated.

Each agency shall pay all costs for the routes devoted to such agency, as follows:

These routes by agency are:

Route 40	County of Yolo
Route 41	County of Yolo
Route 43	City of Davis
Route 44	City of Davis
Route 45	City of Woodland

Such routes shall be as shown on Exhibits A, B and C hereto.

(b) Each agency shall be charged for all costs of service on Route 42 as shown on Exhibit C hereto according to the following allocation:

The costs of Route 42 will be allocated on an add-on basis which assumes that Yolo County would be the first to go into service and then Davis adds on for service, then Woodland adds on for service.

i. Yolo County will pay for all the annual vehicle route miles on West Capitol Avenue plus a proportionate share of the Sacramento annual vehicle route miles.

ii. Davis will pay for all of the annual vehicle route miles from the east end of the Causeway to and through all of Davis, including the University run. Davis will also pay a proportionate share of the Sacramento annual vehicle route miles.

iii. Woodland will pay for all the annual vehicle route miles from the north Davis city limits up to and including all of Woodland. Woodland will also pay a proportionate share of the Sacramento annual vehicle route miles.

iv. The annual vehicle route miles on the portions of route 42 inside the City of Sacramento east of the center of the Sacramento River shall be allocated to and paid for by the three participating agencies in the proportion that the annual vehicle route miles on route 42 within Yolo County is allocated to each agency by subparagraphs i, ii, and iii above.

(c) The cost of furnishing the busses required to operate the system including any spares, as determined by the County, shall

be allocated to each agency in the ratio of their total annual vehicle route miles compared to the total annual vehicle route miles of the system.

(d) The actual cost to the County to administer this Joint Powers agreement and the transportation system shall be allocated to each agency in the ratio of their annual vehicle route miles compared to the total annual vehicle route miles of the system. The cost of the Transit Coordinator doing other tasks for Mini-Trans shall not be included in the administration cost included in this agreement.

2. Fare Revenue Credits:

The distribution of revenue credits for fares to each Participating Agency shall be based on the number of passengers boarding within each of the participating agency's jurisdictions, compared to the total fares collected, times an adjustment factor accounting for any zone fares and/or fare discounts that may be instituted. The County shall set such adjustment factor, after consultation with any affected participating agency. Boarding counts shall be made every three months during the first year of operations and fare credit distributions shall be adjusted for each of the Participating Agencies on March 1, 1982; July 1, 1982; October 1, 1982; and January 1, 1983. Thereafter, a boarding count shall be made semi-annually with fare distribution adjustments to be made on July 1 and January 1 of each succeeding year.

3. Contributions:

The difference between the costs as calculated pursuant to Paragraph 1, above, as calculated pursuant to Paragraph 2, above shall constitute the contribution by each participating agency. The County shall bill each agency in advance of each quarter with payment due fifteen (15) days after the beginning of each quarter based on the budget adopted by the County pursuant to Article 7 herein and adjustments calculated from actual cost expenditures and fare receipts from the quarter immediately preceeding the date of billing.

ARTICLE 10

RESPONSBILITIES

(1) The COUNTY hereby is authorized to, and shall perform the following functions in discharging its responsibilites under this Agreement;

(a) Through contract provide transit services to the participating agencies of this Agreement as provided herein.

(b) Assist participating agencies in developing their public transit program.

(c) Prepare "Requests for Proposals", Maps, Routes, Schedules, and such other documents including soliciting, advertising, and evaluation of proposals for the purpose of providing a general Public Transportation System.

(d) Prepare an annual transit budget for services under the terms of this Agreement.

(e) Prepare cost allocation and revenue distribution estimates as required.

(f) Provide patronage data, boarding data, and such other rider information as may be determined to be appropriate by conducting an annual on-board survey.

(g) Provide by contract, or otherwise, any advertising needed to support the transit system.

(h) Provide personnel, files, keeping of records, and other functions necessary for the effective provision of public transit services under the terms of this Agreement.

(i) Contribute funds in accordance with Article 9 of this Agreement.

(2) Each CITY has the following responsibilities:

(a) Cooperate fully with the County in preparing transit routes, schedules, and estimates.

(b) Cooperate fully with the County in establishing bus stops, signing, and loading zones or parking areas for the transit system.

(c) Provide benches, shelters, bicycle lockers, and such other transit amenities as each City may determine to be feasible.

(d) Assist and provide outlets for distributing schedules , maps, and such other promotional public information materials as may be made available from time to time.

(e) Contribute funds in accordance with Article 9 of this Agreement upon billing.

ARTICLE 11

AUTHORITY OF COUNTY

The COUNTY shall be vested with the power and authority to:

(1) Execute on behalf of the parties hereto a Basic Transportation Agreement with a qualified provider, for the provision of a public transit service as described herein after obtaining the approval of the legislative bodies of both participating Cities to the form and content of any such agreement, and the identity of the provider.

(2) Execute on behalf of the parties hereto any amendments necessary to the Basic Transportation Agreement to modify substantially said agreement, including the levels of service provided to any participating agency pursuant to the terms of said agreement, at the request and/or with the concurrence of the legislative body of any participating agency affected thereby; provided, however, that the County unilaterally may execute any non-substantial modifications to the Basic Transportation Agreement, as specified herein.

(3) Execute on behalf of the parties hereto any amendments to the Basic Transportation Agreement due to the annual cost adjustments specified therein. The County shall report such amendments to the Cities, in a report that specifies the basis for such cost adjustments.

(4) The County shall have the authority to apply for such State and/or Federal capital or operating grants as may be available.

(5) After consultation with both particpating Cities, the County shall have the authority to establish the fares for the system, including criteria for and amounts of any discounted rates for eligible groups, including but not limited to, the handicapped, senior citizens and purchasers of monthly passes. Such rates shall be established by resolution of the County Board of Supervisors pursuant to Article 8 hereof.

(6) The County shall have the authority to establish and administer the details of the operation of the transportation system itself.

(7) The County shall have the authority to provide such accounting services to ensure proper operation and strict accountability of all funds and reports of all receipts and disbursements, all as set forth in Section 6505 of the Government Code, and in full conformity therewith.

(8) The County unilaterally may appoint officers and employees, and may contract with consultants and other professional persons or firms, to provide such services, equipment and/or materials as it considers necessary in furtherance of the objectives and purposes of this Agreement and to carry out its obligations pursuant to this Agreement.

(9) The County shall set the budget annually by resolution, pursuant to Article 7.

ARTICLE 12

DUTIES

The County shall have the duty to take those actions necessary for the implementation of a transit system as set forth in this Agreement, and such duties, whether express or implied, as necessary to effectuate the terms of this Agreement. The County shall, to the extent reasonably practicable, conduct and keep, or have their Contractor conduct and keep, such surveys and records of ridership as are necessary to provide a reasonably accurate method of tracking passenger trips by origin and destination.

ARTICLE 13

LIABILITY AND INDEMNIFICATION

The County shall save harmless and defend the Cities from all claims or liability arising as a consequence of any acts or omissions by the County or its contractors in the operation of the transit system which is the subject of this agreement. County shall provide all necessary public liability insurance or self insurance, by the Yolo County Public Agency Risk Management Agency against all insurable risks associated with the operation of the system. The cost to the County for providing such insurance or self insurance shall be an administrative cost shared by the parties as specified herein for other administrative costs.

ARTICLE 14

DURATION OF AGREEMENT

This Agreement shall commence on the effective date hereof and shall continue until the later of the following dates: (a) five full years after the date of implementation of transit services by the County's Contractor, or (b) the last day of June of any year following six (6) months notice to the other parties of this Agreement by serving a resolution of intent to withdraw adopted by the Legislative body of any party. However, if at the time of a notice of termination the County remains contracturally obligated to allow the transit service provider to continue operations for a certain time period before the effective date of the termination, the withdrawing party or parties shall remain obligated to pay its or their contribution to the County for all services provided prior to the effective date of such termination.

ARTICLE 15

AMENDMENTS

The Agreement may be amended or modified with the consent of each party to the Agreement, at any time in a manner consistent with and in furtherance of the objectives and purposes of this Agreement, including the addition of parties to the Agreement, the formation of or inclusion in, a transit district, or the creation of a separate entity to carry out the provisions of this Agreement.

ARTICLE 16

SAVINGS

If any provision of this Agreement is unenforceable, no other provisions shall be affected thereby and all other provisions shall be enforceable to the fullest extent permitted by law.

ARTICLE 17

MERGER

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 18

NOTICES

Notices to Participating Agencies under this Agreement shall be sufficient if mailed to the office of the City Manager of the respective Participating Cities or the office of the Yolo County Transit Coordinator.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF WOODLAND:

Harry O. Walker
,Mayor

Celia A. Scott
CELIA A. SCOTT, Acting City Clerk

CITY OF DAVIS:

Cecil J. Mosby
,Mayor

Howard L. Reese
HOWARD L. REESE, City Clerk

COUNTY OF YOLO:

Robert B. Black
,Chairman
Yolo County Board of Supervisors

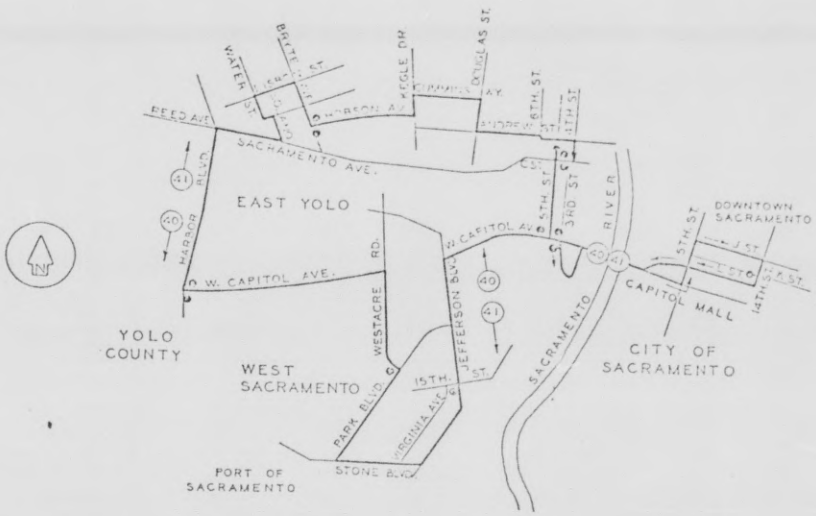
ATTEST: PETE E. LUCAS,
Clerk of the Board of Supervisor

By Paula M Cooper
Deputy

APPROVED AS TO FORM:
Charles R. Mack, County Counsel

C. Lee Humes
Senior Deputy County Counsel

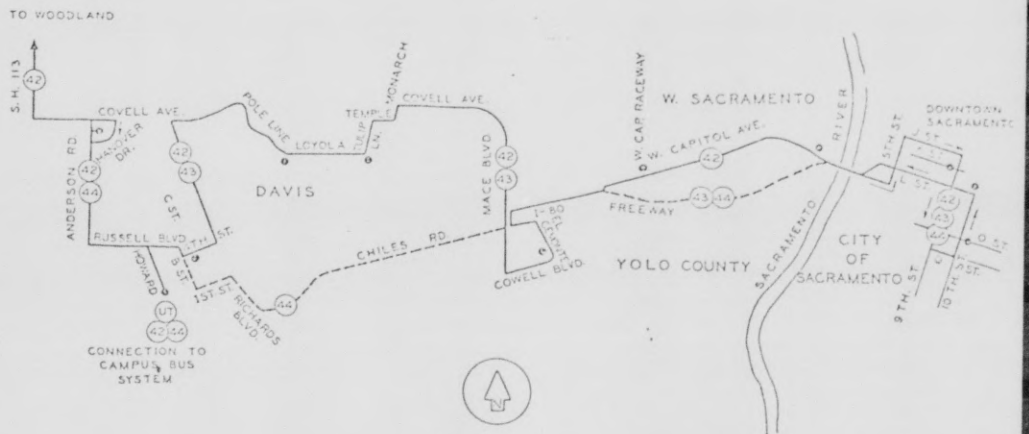
EXHIBIT A



• INDICATES TIMEPOINTS LISTED ON TIMETABLE

FOR ADDITIONAL SERVICE ON WEST CAPITOL AVE. PLEASE REFER TO NO. 42 TIMETABLE.

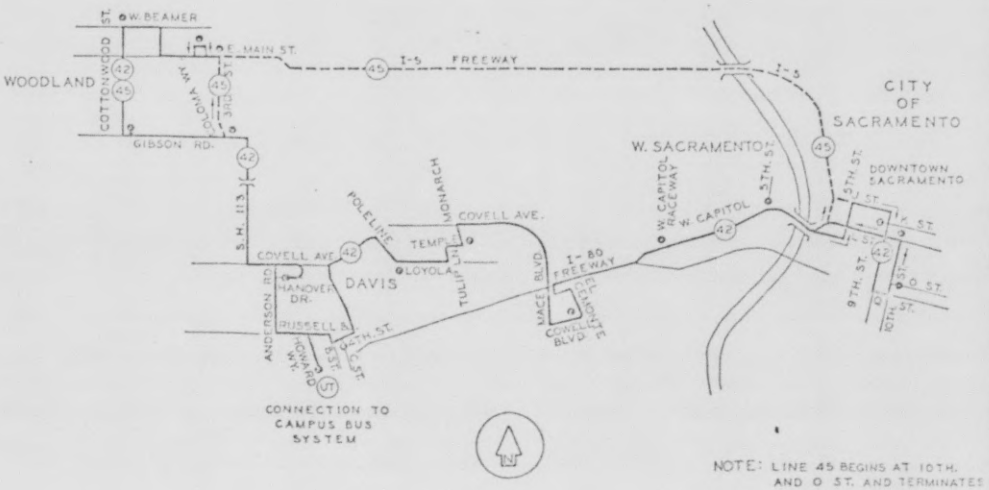
EXHIBIT B



AMTRAK TRIPS
RUSH HOURS ONLY
INDICATES TIMEPOINTS LISTED ON TIMETABLE

EXHIBIT C

Lines 42 and 45



NOTE: LINE 45 BEGINS AT 10TH. AND O ST. AND TERMINATES AT 9TH. AND K ST.

---- RUSH HOURS ONLY

• INDICATES TIMEPOINTS LISTED ON TIMETABLE

RESOLUTION NO. 3392, SERIES 1981

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT POWERS AGREEMENT FOR PUBLIC TRANSIT WITH THE CITY OF WOODLAND AND THE COUNTY OF YOLO

BE IT RESOLVED by the City Council of the City of Davis that the Mayor of the City of Davis be, and she is hereby, authorized to execute that certain agreement, dated the day of , 1981, entitled "A Joint Powers Agreement For Public Transit", by and between the City of Davis, the City of Woodland, and the County of Yolo.

BE IT FURTHER RESOLVED that all of the terms, covenants, and conditions of said agreement be, and the same are hereby, approved, ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis on this 7th day of October, 1981, by the following vote:

AYES : Adler, Kopper, Stevens, Tomasi, Motley.

NOES : None.

ABSENT: None.

Cecily J. Motley

CECILY J. MOTLEY
Mayor

ATTEST:

Howard L. Reese

HOWARD L. REESE
City Clerk

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75) BK

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1 day of September, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Agreement No. 81-256

FILED
DEC - 7 1981
PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
BY Anna M. Calvan DEPUTY

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Department of Food and Agriculture	1194 Amendment No. I

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

It is hereby mutually agreed that Standard Agreement No. 1194 dated July 1, 1981 be amended as follows:

1. Increase the total number of traps to be serviced by the county as follows:

	Number of Traps
Urban (10 Per Square Mile)	500
Rural and Host Crop (10 Per Square Mile)	1,900
High Hazard, Etc., (Place as Needed)	0
Total	2,400

APPROVED
Audrey Upton
Department of Finance

Total number of traps in each category may vary with time of year and availability of host material.

2. Increase the total amount payable under the Agreement by $84,151 from an original total not to exceed $47,861 to an amended total not to exceed $132,012.

3. Trapping shall be done in accordance with the revised "California Fruit Fly Trapper Manual" dated September 1, 1981 or any subsequent revisions thereof.

4. Include the attached budget sheet marked "Exhibit C."

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR Agree.#81-256
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): Betty Lucas	BY (AUTHORIZED SIGNATURE): Richard B. Beedle
TITLE: BUSINESS SERVICE OFFICER	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 725 Court Street, Rm. 104, Woodland, Ca. 95695

Department of General Services FORM Use ONLY

Department of General Services
APPROVED
NOV 19 1981

APPROVED AS TO FORM:
County Counsel

Robert T. Lundstrom
Deputy County Counsel

AMOUNT	APPROPRIATION	FUND
AMENDED TOTAL $132,012	Subvention	General
INCREASED BY: $ 84,151	457-101-001 (c) 30	CHAPTER 99 / STATUTES 81 / FISCAL YEAR 81/82
ADJ. INCREASING ENCUMBRANCE $	FUNCTION: Plant Industry - Detection	
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT: 1-99-104000-701457	96666 5261 pm

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Betty Lucas — DATE: 10/28/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

RECEIVED
DEC 2

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

All other terms and conditions of the original Agreement shall remain in full force and effect.

This amendment shall not be considered effective unless signed by both parties and approved by the Department of General Services.

Deputy

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

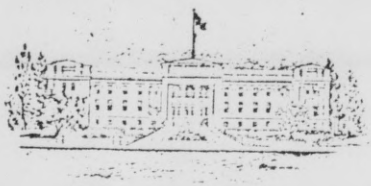
The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

APPROVED AS TO FORM
County Counsel

By
Deputy County Counsel

HERBERT W. CHANDLER
County Agricultural Commissioner
Sealer of Weights and Measures

Exhibit C



COUNTY OF YOLO

Woodland, California 95695

DEPARTMENT OF AGRICULTURE
70 Cottonwood St. • (916) 666-8261

October 5, 1981

REVISED

1981-1982 YOLO COUNTY MEDFLY BUDGET

SPECIFICATIONS:

Contract Time: July 1, 1981 - June 30, 1982

Number of Traps:

1. Urban Area (10 per Sq. Mile) 500
2. Rural Residental, Host Crop Area, and High Hazard (selectively placed/10 per Sq. Mile) 1600-1900*

TOTAL TRAPS 2100-2400

* This number is subject to change due to host availability and susceptibility.

COSTS:

Actual/Projected Time Involved

Actual:

July, 1981 - billed 9/2/81 (has been forwarded for payment by State 9/3/81) $ 7,532.93

August, 1981 - 803 Hrs. x $6.652 x 31% Fringe Benefits $ 6,997.56

September, 1981 - 749½ Hrs. x $6.652 x 31% Fringe Benefits + costs incurred servicing traps on a holiday (38½ hrs.x various Hrly. rates) $ 7,086.80

Projected:

October, 1981 - 880 Hrs. x $6.652 x 31% Fringe Benefits $ 7,668.43

November, 1981 - June, 1982 Costs incurred during this period of time are based on the monthly salaries of the limited term employees plus 31% Fringe Benefits. (Approximately 5,456 hours) $ 49,625.00

March, 1982 - June, 1982 Cost of additional surveyor for operational trapping protocol. (Approximently 720 hrs. x $6.652 x 31% Fringe Benefits) $ 6,272.00

COSTS:(Continued)

County Costs - Equipment

Vehicle Cost - 5 vehicles used during contract period (based on miles driven x $.23 per mile)	$ 21,555.87
Purchase of two mini pickups (cost approx.)	$ 14,600.00
Sub Total	$ 121,338.59

County Costs - Overhead

10% Overhead (includes Supervision/Clerical) on $106,738.59**	$ 10,673.86

** Based on all Costs excluding the new vehicle costs.

TOTAL REVISED CONTRACT $ 132,012.45

ADDITIONAL AMOUNT NEEDED FOR CONTRACT 1194 Amendment $ 84,151.45

Calculations: Revised Contract Total $132,012.45
Original Contract 1194 $ 47,861.00
Additional Amount needed $84,151.45

State of California—Health and Welfare Agency

GRANT AWARD

Department of Health Services

The Department of Health Services hereinafter called the State, hereby makes a grant award of funds to:

Yolo County Health Services Agency AGREEMENT NO. 81-257

hereinafter called the Grantee, in the amount and for the purposes and duration set forth in this Grant Award.

Project Title Maternal and Child Health (MCH) Coordinator	**Grant Number** 81-00060
	Grant Period: From: October 1, 1981 Through: June 30, 1982
Project Director (Name, address, phone) Robert Bates, M.D. 10 Cottonwood Street. Woodland, CA 95695	**State Amount** $20,000
	Local Amount 0
Financial Officer (Name, address, phone) Ken Walker 18 N. Cottonwood Street Woodland, CA 95695	**Other Amount** 0
	Total Project Cost $20,000

This Grant Award consists of this title page; the provisions on the reverse side hereof; the attached Grant Award Conditions; and all exhibits referenced in the Grant Award Conditions.

The Grantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and any applicable statutes or regulations of the State.

STATE OF CALIFORNIA	GRANTEE
DEPARTMENT OF HEALTH SERVICES	Yolo County Health Services Agency
By (Authorized Signature)	By (Authorized Signature)
Title Everett Uldall, Chief, Contract Management Section, for Chief, Program Support Branch	Title Robert Black, Chairperson, Board of Supervisors Yolo County
Address 744 "P" Street Sacramento, Calif. 95814	(Address C/O Robert Bates 10 Cottonwood St Woodland, CA 95695

APPROVED AS TO FORM
COUNTY COUNSEL
BY [illegible]

FOR STATE USE ONLY

Amount Encumbered $20,000	Appropriation Local Assistance		Fund General	
Unencumbered Balance $	Item 426-111-890(a)	Chapter 99	Statutes 1981	Fiscal Year 1981-1982
Adj. Increasing Encumbrance $	Function (Funding subject to approval of the Budget Act of 1981)			
Adj. Decreasing Encumbrance $	Line Item Allotment 7360-7014-820301			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. No.	B.R. No.
Signature of Accounting Officer			Date	

FILED

OCT 22 1981

PETE E. LEGAS, Clerk of the
BOARD OF SUPERVISORS
BY Barbara Castle
DEPUTY

AGREEMENT NO. 81-258

(For development, evaluation, and initial implementation of Yolo County's MCH Plan)

THIS AGREEMENT, made and entered into this 20th day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Raeone Zelle, R.N., M.N., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY, has been awarded a grant by the State Department of Health Services pursuant to Title V of the Social Security Act for development, evaluation and implementation of a County-wide Maternal and Child Health (MCH) Plan.
2. AGENCY'S current staff allows for operation of such a plan, but not for planning and initial implementation activities. Therefore, AGENCY has need of someone of appropriate experience and expertise to do so.
3. PROVIDER is well prepared by virtue of education and experience to perform said activities and is willing to do so.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER in consideration of COUNTY'S promises contained hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: In accordance with the working protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto, PROVIDER will:
   a. Prepare a MCH Plan;
   b. Coordinate implementation of said Plan;

c. Conduct ongoing evaluation of MCH needs;

d. Collect data to assess and assess the impact of the implementation of said MCH Plan; and

e. Represent Yolo County's position before various State and Local Bodies and Groups.

2. PROVIDER will demonstrate the accomplishment of the following objectives to the satisfaction of COUNTY'S herein designated representatives:

a. Compile Yolo County MCH data; summarize and analyze within ninety (90) days.

b. Review and standardize services being delivered at Child Health Conferences, by 6-30-82.

c. Evaluate parenting classes given in Yolo County and make recommendations regarding changes needed.

d. By 6-30-82, coordinate MCH inservice training to PHN and CHW'S.

e. By 6-30-82, participate in at least 5 MCH related organizations.

f. By 3-1-82, assure that infants born of mothers given prenatal care at Salud Clinic have adequate infant health care.

Said demonstration will be made to AGENCY through both the submission of a monthly statistical report in the format specified in the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, and on-site monitoring by COUNTY'S herein designated representatives.

3. AGENCY'S SERVICE OBLIGATIONS:

a. Utilization Review: Evaluate PROVIDER'S contribution to COUNTY'S MCH Program in accordance with the requirements and criteria promulgated from time to time by the State Department of Health Services.

b. Designate a representative or representatives for administrative

and program affairs.

4. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this agreement lies with AGENCY'S Director of Public Health.

b. Director of Public Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

5. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign, but may sub-contract, its responsibilities on the advance written authorization of COUNTY'S herein designated representative. Said authorization shall not unreasonably be withheld.

b. It is expressly understood by PROVIDER that a grant of permission to sub-contract by the AGENCY is not a release of PROVIDER from accountability for any of the obligations and conditions set out in this agreement.

c. It is further expressly understood and agreed upon by PROVIDER that PROVIDER'S payment of its sub-contractor and proof of that payment are conditions precedent and subsequent to COUNTY'S obligation to pay PROVIDER for services rendered for which such proof is required by AGENCY.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Govern-

ments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

b. Without intending to limit or abrogate the effect of the hereinabove recited agreement, PROVIDER shall purchase and maintain for the duration of this agreement, vehicular liability insurance coverage.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum: the format for statistical reports required by this agreement; AGENCY'S operational representatives and their function; and any role AGENCY is to play in review of PROVIDER'S professional activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are subject of this agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically set out herein and advance written notice thereof is given AGENCY. Said Action Plan shall include as a minimum: The specific services which are the subject of this agreement; the opera-

tional plan for rendering these services; and AGENCY'S operational representatives.

10. COMPLIANCE OF CODE:

a. PROVIDER agrees to comply with all applicable provisions of Title 22 of the California Administrative Code and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

11. PAYMENT:

a. Within a reasonable time from PROVIDER'S submission of a claim which attaches the statistical report described hereinabove, details work performed in the preceeding month by program element, and claims the amount due for the month, and upon acceptance of the Director of Public Health of the statistical report as complete and reflective of the satisfactory progress of PROVIDER towards its objectives, COUNTY will pay PROVIDER ONE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS and TWENTY-TWO CENTS ($1,963.22) per month for services rendered.

b. The maximum total payment to PROVIDER under the terms of this agreement will be SEVENTEEN THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS ($17,669).

c. Where a herein recited report, claim or objective is due within a month, payment of that month is expressly conditioned on the completion of said report, claim or objective on time and to the satisfaction of COUNTY'S herein designated representative.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a

condition, it shall be construed to be both a promise and a condition.

e. In the event of PROVIDER'S bankruptcy or insolvency, it is agreed that COUNTY in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority.

12. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

14. TERM:

a. This agreement will commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert thier best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

/ / / / /

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, Clerk
of the Board of Supervisors

BY Paula M Cooper
Deputy

Recommended

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
PAULA M. COOPER
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

EXHIBIT A
WORKING PROTOCOLS

1. Provider will perform activities under the general direction of the Director of Nursing who is in consultation with the Director of Maternal and Child Health.

2. A verbal progress report will be made to the Director of Nursing and Director of Maternal and Child Health jointly at the end of each month.

3. The format for statistical reports will be developed by the provider and approved by the Director of Nursing and Director Maternal and Child Health.

4. The monthly work schedule will be submitted to the Director of Nursing for prior approval by the 28th day of the previous month.

5. Attendance at monthly Nursing Division Staff Meeting is required.

6. Timely completion of the quarterly narrative report due to the State is required.

7. Reimbursement for use of personal automobile will be made at the lesser of established Yolo County or State Board of Control rates when carrying out assignments.

FILED

OCT 22 1981

PETE F. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By Paula D. Cooper
DEPUTY

AGREEMENT NO. 81-259

(For Certain Physical Therapy Services)

THIS AGREEMENT, made and entered into this 1 st day of July, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Wenda Merz hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of the Health and Safety Code COUNTY has been allocated funding by the State Department of Public Health to provide a California Children's personal care program,hereinafter referred to as CCS.
2. COUNTY'S responsibilities with respect to CCS and funds allocated to it are carried out in accordance with State Department of Health Services' guidelines by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.
3. Among the elements of the AGENCY CCS program is physical therapy.
4. PROVIDER represents that it can provide the hereinbelow and above described specific services. COUNTY is prepared, at the time of execution of this agreement, to contract for said services. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to proceeding with any services hereunder contemplated.
6. PROVIDER acknowledges that COUNTY executes this agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not execute this agreement if PROVIDER could not so represent.
7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto; and any special applicable State Health Services CCS Guideline requirements, incorporated herein by reference thereto, provide a physical therapy program to the Rio Linda Orchard School, clients of the AGENCY, upon the referral of AGENCY.

b. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that current practices and procedures prevailing in PROVIDER'S profession are uniformly applied to clients and that all clients referred are treated according to the terms of this agreement. Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, its peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by State Department of Health Services, CCS Division.

b. CASE MANAGEMENT: Provide Case Management in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto.

c. CLINICAL SERVICES:

1) Require physician coverage.

2) Provide at Orchard School, Rio Linda, at COUNTY'S expense any required space, supplies, training equipment, devices, medicines

and insurance.

3) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives, to the conduct of CCS.

4) COUNTY'S designated representatives will given prompt attention to review, authorization, and reporting requirements upon notice from PROVIDER which provides adequate and reasonable time for review.

d. DESIGNATE a representative or representatives for administration and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this agreement lies with AGENCY'S Director of Public Health Nursing.

b. Director of Public Health Nursing may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its reponsibilities hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject ot the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY: Shall be assessed in accordance with the common law. COUNTY agrees to defend PROVIDER against any and all claims except those based on alleged intentional or reckless misconduct.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modifications does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreements of AGENCY and PROVIDER. Said Working Protocols shall include, as a minimum, a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinic Referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER'S professional activities; provisons that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring joint clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER: provisions listing and describing the specific services which are the subject of this agreement, and the operational plan for the rendering of these services.

8. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Welfare and Institution Code commencing with Section 5328 and Title

45 Code of Federal Regulations Section 205.50, and the Confidentiality of Medical Records Act of 1980, regarding confidentiality of patient information.

9. PAYMENT:

a. Upon execution of this agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Public Health Nursing Services of the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER a minimum of SIX HUNDRED FORTY-THREE DOLLARS ($643) plus FIFTY-THREE DOLLA ($53) per client, unduplicated count, seen each month to a maximum of ONE THOUSAND SEVENTY-TWO DOLLARS ($1,072) per month.

b. The maximum total payment to PROVIDER under the terms of this agreement will not exceed TWELVE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS ($12,864).

c. Where a herein recited report, document and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance of COUNTY'S herein designated representative of the PROVIDER'S progress to be agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

d. Obtainment and maintenance of required licenses for PROVIDER to provide the services which are the subject of this agreement is a condition precedent/subsequent to COUNTY'S payment for services render any month in which the licenses are not maintained.

e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characaterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority.

10. AMENDMENTS: Except as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreememt. Except as provided herein, no addition to, or alteration of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will

exert their best effots in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTESTS:

PETE E. LUCAS
Clerk of the Baord

BY Paula M Cooper
DEPUTY

Wenda Merz
WENDA MERZ

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

APPROVED AS TO FORM
COUNTY COUNSEL

By Elizabeth A. Stallard
DEPUTY COUNTY COUNSEL

EXHIBIT A

WORKING PROTOCOLS

1. To provide physical therapy by physicians' orders for designated children at Orchard School in the Rio Linda School District.

2. Is in attendance at Orchard School on Tuesday, Wednesday, and Thursday of each week, except when on vacation, on holidays, or if ill.

3. Inform Sacramento County CCS therapists when planning to take 26. hours of paid vacation or 24 hours of paid sick leave.

4. Therapy services will consist of regularly scheduled therapeutic procedures for Yolo County CCS children who attend Orchard School and who are integrated into other schools.

5. A specific treatment plan for each CCS case is required.

6. Attendance is required at inservice or continuing education sessions as designated by the Director of Nursing.

7. Attendance at monthly Medical Therapy Unit Clinic is required.

8. Timely completion of all reports requested by State CCS Regional Office is required.

9. Submit monthly claim to Director of Nursing showing the number of children served per month.

10. Reimburse for travel and other costs associated with required attendance at training sessions will be reimbursed at rates established by the State CCS Program. All expenditures which result in reimbursement require prior authorization by Director of Nursing.

11. All children authorized by the State California Childrens Service for physical therapy at Orchard School will be accepted for treatment without regard to race, creed, ethnic origin or religion.

12. The professional activities of the provider will be reviewed by the Director of Nursing and professional competence will be evaluated by the State CCS therapy consultant.

13. Upon termination of the contract the Department shall be responsible for reassignment of all CCS children.

14. All treatment plans will be reviewed by the State CCS therapy consultant.

15. Reimburse for use of personal automobile will be made at established Yolo County rate when making home visits, or carrying out other assignments made by the Director of Nursing.

FILED

OCT 22 1981

PETE E. LINEBARGER, Clerk of the
BOARD OF SUPERVISORS
BY Sue A. McCooper

AGREEMENT NO. 81-260

(AGREEMENT TO PROVIDE CERTAIN CRISIS SERVICES)

THIS AGREEMENT, made and entered into this 20th day of October, 1981 by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SUICIDE PREVENTION of YOLO COUNTY, a non-profit association, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives Short Doyle and Bates Act funds from the State Department of Mental Health Services to operate Community Mental Health Programs, including an augmented community residential treatment system.

2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan" and the provisions of the Bates Act requirements for funding and application for funding.

3. The above requires MENTAL HEALTH to offer certain specific crisis services for residents of Yolo County needing such services, hereinafter referred to as CLIENTS.

4. MENTAL HEALTH's ability to itself offer such services is limited.

5. PROVIDER represents it can provide such services.

6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of certain crisis services under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S

promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Bates Act and Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide to CLIENTS Crisis Services emphasizing suicide prevention and crisis intervention. MENTAL HEALTH advance approval is required for admission of the family of a chronic CLIENT to counseling and is a condition precedent to COUNTY'S obligation to pay for services rendered a CLIENT'S family.

b. Designate a representative or representatives for administrative and program affairs.

2. MENTAL HEALTH'S SERVICE OBLIGATION:

a. Designate representative or representatives for administrative and program affairs.

b. Approve in advance admission of all CLIENTS for which PROVIDER will seek reimbursement.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program Chief of Mental Health Services.

b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated

representative.

b. COUNTY may assign this agreement to Yolo Community Care Continuum, Inc.

5. RECORDS:

a. PROVIDER shall for the latter of four (4) years or the resolution of audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made and services rendered pursuant to this Agreement.

b. PROVIDER shall make said records available for audit by COUNTY or STATE auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working days' notice of the impending audit. STATE, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

c. PROVIDER agrees to hold COUNTY harmless from any claim of liability including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money; as a result of PROVIDER'S actual or alleged violation of non-conformance with any regulations or administrative rulings promulgated pursuant thereto or with any Federal, State or Local Laws, regulations, or ordinance made applicable thereby. PROVIDER agrees that it has read and understands Chapter 9 of the Community Services

Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

b. Provider shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least $300,000/$300,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said Working Protocols shall include as a minimum provision by which CLIENT family admission to counseling approval is obtained from MENTAL HEALTH; the selection screening process; and any role Mental Health is to pay in review of PROVIDER'S treatment activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this Agreement, so long as said modification does not vary the provisions specifically setout herein and advance written notice thereof is given MENTAL HEALTH. Said Action Plan shall include as minimum provisions that PROVIDER shall provide a professionally coordinated 24 hour per day crisis telephone answering service staffed by trained listeners to provide crisis intervention; shall provide VOLUNTEER training in suicide prevention and crisis intervention; shall provide Public Information Services as specified in the Action Plan on suicide, its prevention, and crisis intervention; shall provide counseling to the families of the chronically mentally ill; and that all services will be offered on a county-wide basis. Admission policies shall be in writing and available to the public; said admissions policies will state that patient or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin or ancestry.

10. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Community Service System Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

11. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the term of this Agreement shall be a sum not to exceed Fifteen Thousand Nine Hundred Ninety-Nine DOLLARS ($15,999) as shown on Line 80 of attached program budget (Exhibit "C"); or payment

in accordance with the provisions of 11b - d below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in Agreement 14, below. Exhibit "C" shall be the basis for and limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that is anticipated PROVIDER will receive from other sources.

b. Advancement of cost based on PROVIDER'S projection of the following month's costs shall be made by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered and PROVIDER costs during the preceeding month. Claim will be adjusted proportionately downward by MENTAL HEALTH to reflect any CLIENTS not approved by MENTAL HEALTH.

c. Payments to PROVIDER shall be adjusted to the lower of actual cost or contract maximum upon the basis of a cost report submitted by PROVIDER within 90 days of the end of the term of the Agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY's herein designated representative of the PROVIDER'S progress consistent with this agreement.

e. Approval of this Agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by an exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of each.

14. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action", as sanctioned and authorized by State and Federal Statute and regulation and court decision.

15. TERM:

a. This Agreement shall commence on July 1, 1981 and terminate on June 30, 1982, unless as otherwise provided herein Agreement 14 b and c below.

b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, Clerk
of the Board of Supervisors

BY Paula M. Cooper
Deputy

Kaeve Tell BH

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
PAULA M. COOPER
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. Approval of Client admission to counseling will be obtained by contacting the MENTAL HEALTH Program Coordinator for Adult Programs who will confirm that approval in writing.

2. Selection Screening Process: Referral from COUNTY'S MENTAL HEALTH Department.

3. MENTAL HEALTH'S review of Suicide Prevention's Treatment Process will be subsumed under the Bates Act grant case management process and through MENTAL HEALTH Program Coordinator for Adult Programs.

4. Program Chief of MENTAL HEALTH will approve the choice for professional director.

5. Records referred to in the provisions of the agreement are financial and statistical records only. All parties agree that the references to records do not include confidential client information.

EXHIBIT "B"

ACTION PLAN

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the highly disturbed citizens of Yolo County communities and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

1. TELEPHONE SERVICE

    a. Providing professionally coordinated telephone service 24-hours per day, 365 days per year utilizing an answering service.

2. VOLUNTEER TRAINING

    a. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

    b. Ongoing training during monthly meetings.

3. PUBLIC INFORMATION SERVICES

    a. Annual Public information series on suicide prevention and crisis intervention (coordinated with volunteer training).

    b. Informational material dispensed through local newspapers and radio.

    c. Speakers supplied to interested community, church, and service troups.

    d. Periodic advertising through local media.

    e. Posters supplied to dorms and off-campus housing groups.

EXHIBIT "C"

PROGRAM BUDGET

82 FISCAL YEAR
57 COUNTY OF YOLO
DATE October 6, 1981

CONTRACTOR: Suicide Prevention of Yolo County
PROVIDER NO: 5713

SEE REVERSE SIDE

SERVICE TYPE / ITEMS / COST CENTER	5713	5713								TOTAL	ITEMS
	70	71									
1 SALARIES & EMP. BENEFIT											1
5 OPERATING EXPENSES											5
10 EQUIPMENT											10
15 REMODELING											15
20 OTHER											20
40 CONTRACTS	1,761	14,238									40
45 GROSS COST										15,999	45
50 SAVINGS	X	X	X	X	X	X	X	X	X	X	50
51 SUBTOTAL GROSS COST	1,761	14,238									51
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION										15,999	62
65 ADJUSTED GROSS COST	1,761	14,238									65
68 REVENUES										15,999	68
69 a. GRANTS											69
70 b. PATIENT FEES											70
71 c. PATIENT INSURANCE											71
72 d. MEDI-CAL - FEDERAL											72
73 e. MEDI-CAL - NON-FEDERAL											73
74 f. MEDICARE											74
75 g. OTHER											75
76 h. OH - FEDERAL FUNDS/mnd											76
77 TOTAL REVENUES	X	X	X	X	X	X	X	X	X	X	77
80 NET COST	1,761	14,238									80
82 UNITS OF SERVICE	243 (hours)	1958 (hours)								15,999	82
85 COST PER UNIT OF SERVICE $ DIVIDE LINE 65 BY 82	$	$	$	$	$	$	$	$	$	1,500 (contacts) $	85

APPROVED BY

FILED

OCT 22 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-261

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 20th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Luke Kim, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.

2. PROVIDER represents that it possesses the requisite expertise and license to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions set forth below.

1. DESCRIPTION OF SERVICES: PROVIDER shall provide psychiatric evaluations, treatment, and continuing care, as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Director or his designee(s).

2. PAYMENT:

a. COUNTY will compensate PROVIDER for said services at the

rate of THIRTY DOLLARS ($ 30.00) per hour.

b. The maximum payments from COUNTY to PROVIDER shall be a sum not to exceed FIVE THOUSAND EIGHT HUNDRED DOLLARS ($ 5,800).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of County's Mental Health Services or his designee(s).

3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any emloyee, agent, or contractor of PROVIDER an employee, agent, or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

4. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this agreement, COUNTY does not assume responsibility or agree to defend, indemnify or hold PROVIDER harmless from claims, liability,or loss arising from intentional conduct of PROVIDER.

5. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

6. AMENDMENT: This writing, together with any exhibits attached hereto, fully expresses all understanding of the parties

concerning all matters covered and shall constitute the total agreement. No modifications, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

7. TERM: This agreement shall commence on execution, and terminate June 30, 1982 . This agreement may be terminated by either party upon thirty (30) days written notice of the other of such intentions. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETE E. LUCAS, Clerk of the Board of Supervisors

BY Beverly M Cooper
(CLERK)

LUKE KIM, M.D.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the ~~Chairman of~~ the Board of Supervisors.

MENTAL HEALTH SERVICES

BY A P Lomon

DIRECTOR

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Beverly M Cooper
Deputy

APPROVED AS TO FOR
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A.
DEPUTY COUNTY COUN

BOARD OF SUPERVISORS
Yolo County, California

FILE: WEL-21
Child Care Services
Program - Child Care Facilities -
Licensing Functions

TO: County Counsel
Auditor
Social Services
State Dept. Social Services

missing agreement

ENTRY: #1

EXCERPT OF MINUTE ORDER NO. 81-927, ITEM NO. 13 OF THE BOARD OF SUPERVISORS MEETING FOR October 20, 1981 AS INDICATED BELOW:

MOTION: Marchand SECOND: Cameron AYES: DeMars, Thompson, Marchand, Cameron, Black

13. Approved and authorized the Chairman to sign Agreement No. 81-262, replacing Agreement No. 81-173 with the State Department of Social Services for Day Care Licensing for Fiscal Year 1981/82.

14. Adopted the classification of Chief Investigator (Welfare); adopted and authorized the Chairman to sign Resolution No. 81-120.14, amending the Salary Resolution and Resolution No. 81-158.5, amending the Authorized Postion Resolution to add the classification of Chief Investigator (Welfare).

15. Authorized the Chairman to sign and send an Areawide Clearinghouse Notice to the Sacramento Area Council of Governments relative to the following:

A. No comment on Energy Crisis Intervention for Migrant Farmworkers.

B. No comment on Community Food and Nutrition for Migrant Farmworkers.

16. Approved Transfer of Funds No. 48 in the amount of $320.00 for the District Attorney.

17. Adopted and authorized the Chairman to sign Resolution No. 81-158.6, amending the Authorized Position Resolution to reclassify one (1) Secretary II to Administrative Clerk II in the District Attorney's Office.

18. Approved and authorized the Chairman to sign Agreement No. 81-263, with the Washington Unified School District to operate in-school youth programs as submitted by the Manpower Division.

19. Authorized release of a letter of credit in the amount of $130,143.00 and accepted a new letter of credit in the amount of $30,000.00 as security for improvements to Subdivision No. 2953, Unit 2 as requested by the Director of Public Works.

20. Amended Minute Order No. 81-915 to defer a report on the policy statement for augmentation fund decision making by the Public Works Department until October 27, 1981 regular agenda.

X1. Amended Minute Order No. 81-675, item 5, to grant a 30 day extension of time to the appellant in the Grace Acevedo-Wright appeal from the decision of the Affirmative Action Hearing Board, and the rest of the schedule, as stated in Minute Order 81-675, be extended for one month.

X2. Authorized the Chairman to initial a typographical correction to Minute Order No. 81-753 to reflect amending Minute Order No. 81-698 instead of Minute Order 81-694.

X3. Declared October 24, 1981 as "United Way Day" and directed the Clerk of the

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIB

Agreement/ Subgrant No. 81-263

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Washington Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Washington Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY [illegible] DEPUTY

PROGRAM	: In-School Youth Program
MAILING ADDRESS	: 930 Westacre Road
CITY & STATE	: West Sacramento, CA 95691 PHONE : (916) 371-0350
PROGRAM DIRECTOR	: Marino Pierucci

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1981.

The term of the SUBGRANT shall end on September 30, 1982.

The total amount of the SUBGRANT is $20,430.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature [signature]	By Signature [signature]
Name and Title MARINO PIERUCCI, ASS'T. SUPT.-BUSINESS	Date 9/22/81
Name and Title Robert N. Black, Chairman Yolo County Board of Supervisors	Date OCT 20 1981

Type Name and Title of Authorized Officer

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M Galarza
Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Washington Unified School District _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Washington Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) CETA Operating Budget

(i) Narrative

(j) Non-Financial Agreement

(k) ////////////////////

(l) ////////////////////

(m) ////////////////////

(n) ////////////////////

(o) ////////////////////

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1981, and shall end September 30, 1982, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $_____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to CFR §676.35 and 41 CRF §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

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(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program. If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and

the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services, classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Interest on Debts

If a debt is established against the Prime Sponsor because of disallowed cost arising from an audit of the Subgrantee, and the Department of Labor charges the Prime Sponsor interest on the debt, the Subgrantee is required to pay the interest charge on the debt at the rate in effect as determined by the Department of Labor.

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7. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

8. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or

compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, before the expiration of four years after the statute of limitation otherwise prescribed by law.

9. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose

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of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such terminations and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

10. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

11. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

12. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE

shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment

Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

14. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the

PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

15. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as define in 41 CFR §29-70.102(a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the terms of this agreement.

19. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

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20. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

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(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

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21. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

22. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D or VI when any other person is on layoff from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

23. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

24. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

25. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

26. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

27. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

28. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District

930 Westacre Road

West Sacramento, CA 95691

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING	100			25	
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids	100			25	
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	18,983	1,881	1,881	1,924	1,881
Staff Salaries	13,540	1,354	1,354	1,354	1,354
Staff Fringe Benefits	3,551	355	355	355	355
Staff Travel	1,000	100	100	100	100
Special Program Technical Assistance	175			44	
Space Cost					
Supplies	71	7	7	7	7
Telephone	200	20	20	20	20
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment	446	45	45	44	45
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	19,083	1,881	1,881	1,949	1,881

WORK EXPERIENCE

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
	25			25			25
	25			25			25
1,881	1,924	1,881	1,881	984	-0-	941	1,924
1,354	1,354	1,354	1,354	677		677	1,354
355	355	355	355	178		178	355
100	100	100	100	50		50	100
	44			44			43
7	7	7	7	3		4	8
20	20	20	20	10		10	20
45	44	45	45	22		22	44
1,881	1,949	1,881	1,881	1,009	-0-	941	1,949

YL 1044 (revised 10/79)

Subgrantee's Name and Address

Washington Unified School District

Contact Person: Betty Brewer

930 Westacre Road

West Sacramento, CA 95691

Phone (916) 371-0350

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10/01/81 To 09/30/82

Contract No.

Title/Subtitle IIB/IV Concurre

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Voc Ed Specialist			10	$500			$500						
Youth Training Specialist	$1284.20	100%	10	$12842.				$12842.				$12842.	
Typist Clerk			10	$700				$ 700.				$ 700.	
TOTAL				$14042			$500	$13542				$13542	

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB/YETP

Program: Washington In-School	☐ Original	☐ Revision #
Fiscal Year: 1982	Date 9/11/81	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	32	34	38	39	41	42	42	42	42	42	42	57
B. Total Enrollments by Month.....	7	2	4	1	2	1	0	0	0	0	0	15
1. New Enrollment.....	7	2	4	1	2	1						16
2. Title and Subpart Transfers....												9
3. Carried Over Last Year.....	25											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	2	4	8	9	11	12	12	12	27	42	42	42
D. Total Terminations by Month.....	2	2	4	1	2	1	0	0	15	15	0	0
1. Entering Employment.....									3	6		
a. Direct Prime.....												
b. Indirect.....									1	4		
c. Indirect (Other).....									2	2		
2. Title and Subpart Transfers....									10			
3. Additional Positive.....	2	1	2		2	1			2	7		
a. School.....	2	1	2		2	1			2	7		
b. Other Manpower/Non-placement Objective Completed.....												
4. Other.....		1	2	1						2		
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	30	30	30	30	30	30	30	30	15	0	0	15

WASHINGTON UNIFIED SCHOOL DISTRICT
IN-SCHOOL YOUTH PROGRAM
1981-82

Outline Narrative

GOALS OF THE PROGRAM: The main goal of the Washington Unified School District In-School Youth Program is to provide participants with work experience and career guidance to enable them to confidently enter the world of work or pursue their career goals.

PARTICIPANT QUALIFICATIONS: The program will serve economically disadvantaged youth, 16 to 21 years of age, who reside in East Yolo County and meet the income criteria guidelines.

INTAKE: Prime Sponsor (PS): The PS will perform intake, and eligibility determination for youth interested in participating in the program. Washington Unified School District as the Local Education Agency (LEA) will assist interested students in learning about the program and applying for the program. Eligible youth will be assessed by the Washington Unified School District Most-In-Need Scale to establish their priority for the program.

PROGRAM OPERATION: The basic program will provide participants with a minimum of one hours of paid work experience. In addition, services to include job search workshops; job market data and individual vocational counseling will be provided. Special effort will be made to assist educationally handicapped students in vocational training.

PERSONNEL: A full-time Youth Training Specialist will operate the program, provide basic services, maintain required records, and cooordinate with appropriate school personnel, prime sponsor and outside agencies.

Administrative assistance will be provided to maintain required reports to the prime sponsor, and to insure that the program operates according to the conditions established by the LEA and the prime sponsor.

ACADEMIC CREDIT: Provisions will be made to allow students to earn credit toward high school graduation providing it meets the criteria established by the California Department of Education and LEA guidelines. These guidelines are standard procedures set up for all school districts to follow in determining academic credit to be awarded in addition to the regular scholastic curriculum.

PROGRAM PERFORMANCE:

The program will maintain a minimum of 30 work slots for a minimum of one + hours per working day during the school year, September, 1981 - June, 1982. Any slots opened by termination will be filled as quickly as possible. Continuous effort will be made to encourage and assist participants to obtain employment in the private sector throughout the operating year.

SUPPORTIVE SERVICES:

The participants will have access to all special supportive workshops available under the Yolo County Manpower Agency in the east Yolo County area. These workshops will help develop job search skills. The program will also have linkages with other agencies and educational programs, such as: the Sacramento County Regional Occupational Program, the Sacramento Metropolitan Industry Education Council, Lois Rios Community Colleges, and other available resources.

SUMMER PROGRAM:

The Washington School District would like to run another special YEP program during the summer of 1982. This would depend, of course, upon the receipt of additional monies. Because of the precarious position youth programs are in this subject will be negotiated at a later date; as will the Summer Youth Employment Program (SYEP).

SIGNIFICANT SEGMENT GOALS:

The Washington School District will serve youth in the following percentages:

Males	40%
Females	60%
Age 16-21	100%
White	36%
Black	7%
Hispanci	47%
Indian	3%
Asian	7%
Handicapped	20%

CONTRACTUAL NOTE:

All participants will be concurrently enrolled in YETP (IV) and Title IIB. This contract reflects a Title IIB status, however, participant wages will come from YETP carryover funds until exhausted. At that point, IIB funds will be used for youth wages.

WASHINGTON UNIFIED SCHOOL DISTRICT

Participant Wages and Fringe Costs*

MONTH	WAGES	FRINGE	TOTAL
October	3,317	431	3,748
Noverber	3,438	447	3,885
December	2,895	376	3,271
January	3,216	418	3,634
February	3,618	470	4,088
March	3,708	482	4,190
April	3,980	517	4,497
May	3,799	494	4,293
June	1,990	259	2,249
July	-0-	-0-	-0-
August	-0-	-0-	-0-
September	1,267	165	1,432
TOTALS	31,228	4,059	35,287

*The participant wages and fringe benefits shown on this page are paid by the prime sponsor from Title IV YETP monies, and are not incorporated as a financial part of this contract.

WASHINGTON UNIFIED SCHOOL DISTRICT
Preliminary Budget for IIB Program FY 1981-82

ADMINISTRATION:

1100	Teacher Salary-To defray LEA costs of Vocational Education Specialist's time to administrate program	$ 500.
5900	Indirect Costs-rate of 4.14% of 20,430	845.
TOTAL ADMINISTRATIVE COSTS:		$ 1,345.

OPERATION:

2900	Youth Training Specialist (10 month Contract)	$ 12,842.
3000	Fringe benefits for Youth Training Specialist	3,551.
4300	Instructional supplies	100.
4500	Other supplies	71.
5200	Travel/Conference	1,000.
5110	Contracts for personal services	175.
5500	Utilities (Phone)	200.
5600	Contracts-Rents/Leases (Typewriter)	446.
2300	Clerk Typist (as needed)	700.
TOTAL OPERATIONAL COSTS:		$ 19,085.

TOTAL CONTRACTED ADMINISTRATIVE/OPERATIONAL COSTS: $ 20,430.

NON-FINANCIAL AGREEMENT

In-School Youth Program

The Yolo County Manpower Agencies department agrees to make all direct payments to participants in the Washington Unified School District Youth Employment and Training Program. These payments, which include all participant wages, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for an in-school youth program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $37,942. The financial portion of this Agreement, which is that amount of funds subgranted to the Washington Unified School District is $20,430. The total funds available to the Washington Unified School District and its participants is therefore $58,372.

Washington Unified School District (Legal Name of Subgrantee)	County of Yolo, Prime Sponsor
Mario Pierucci (Signature of Authorized Officer)	Robert N Black (Signature of Authorized Officer)
MARINO PIERUCCI, ASST. SUPT.-BUSINESS Vocational Educational Specialist (Title of Authorized Officer)	Chairman, Yolo County Board of Supervisors (Title of Authorized Officer)
September 22, 1981 (Date)	OCT 20 1981 (Date)

elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66(c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

29. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSOR'S CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

30. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR §676.52 regarding non-discrimination.

31. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this

Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

32. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

33. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the terms of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

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34. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

35. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-263.

36. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert [illegible]

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

WASHINGTON UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

MARINO PIZZUCCI, ASST. SUPT.-BUSINESS

9/22 19 81

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WASHINGTON UNIFIED SCHOOL DISTRICT

Name of Subgrantee

Authorized Signature

MARINO PERUCCI, ASST. SUPT-BUSINESS

9/22/81

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in a promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

WASHINGTON UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

9/22 19 81
(Date)

(Signature of Authorized Officer)

MARINO PERUCCI, ASST. SUPT.-BUSINESS

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Afirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

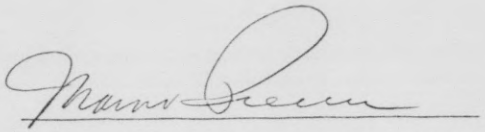
ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

I. COMPLIANCE STATEMENT

I, MARINO PIERUCCI, ASST. SUPT.-BUSINESS, AM RESPONSIBLE FOR WASHINGTON UNIFIED SCHOOL DISTRICT
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IIB

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE September 10, 1981

Subgrantee Name and Address:

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691

Contact Person: Betty Brewer
Phone (916) 371-0350
Period: From 10/01/81 To 09/30/82
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	135			1,881					2,015
NOV.	135			1,881					2,015
DEC.	134			1,949					2,084
JAN.	134			1,881					2,015
FEB.	135			1,881					2,015
MAR.	135			1,949					2,084
APR.	134			1,881					2,015
MAY	134			1,881					2,015
JUNE	68			1,009					1,077
JULY	-0-			-0-					-0-
AUG.	67			941					1,009
SEPT.	134			1,949					2,084
TOTAL	1,345			19,083					20,428

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	135					1,881		2,015
NOV.	135					1,881		2,015
DEC.	134				25	1,924		2,084
JAN.	134					1,881		2,015
FEB.	135					1,881		2,015
MAR.	135				25	1,924		2,084
APR.	134					1,881		2,015
MAY	134					1,881		2,015
JUNE	68				25	984		1,077
JULY	-0-					-0-		-0-
AUG.	67					941		1,009
SEPT.	134				25	1,924		2,084
TOTAL	1,345				100	18,983		20,428

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

MARINO PIERUCCI, ASST. SUPT-BUSINESS
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 9/18/81

CETA Director — Date 9/18/81

YC 105 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	845	85	85	84	84
SALARIES & WAGES	500	50	50	50	50
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	1,345	135	135	134	134

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
85	85	84	84	43		42	84
50	50	50	50	25		25	50
135	135	134	134	68	-0-	67	134

BOARD OF SUPERVISORS
Yolo County, California

MEETING DATE: OCT 20 1981

TO: Public Works
Auditor
Korn/Ferry Int'l.

FILE: PW-24
Transportation - Transit Services - Public Transportation System for Yolo County

missing aggrement

Note- we have not rec. agreement

Entry #3 Minute Order No. 81-929: Heard an oral report by the Director of Public Works on the meeting with Korn/Ferry International on possible services relative to a County Transit Coordinator position. Approved and authorized the Chairman to sign Agreement No. 81-264 with Korn/Ferry International to supply a list of qualified applicants for the position at a cost of $2,500.00.

MOTION: Marchand. SECOND: Thompson. AYES: DeMars, Thompson, Marchand, Cameron, Black.

Entry #4 Minute Order No. 81-930: Accepted the change from single pane to double thermal insulation pane windows and doors for the Juvenile Court Facility and authorized the County Architect to sign a Change Order reflecting the change from single pane to double pane windows and doors as outlined in alternate number 8 of the original contract to be financed through the Special Energy Project Account.

MOTION: Thompson. SECOND: Marchand. AYES: DeMars, Thompson, Marchand, Black.
ABSENT: Cameron.

FILED

NOV 18 1981

PETE E. HUGO, Clerk of the
BOARD OF SUPERVISORS
DEPUTY

AGREEMENT NO. 81-265

(Basic Transportation Agreement for Services to Implement, Operate and Maintain a Public Transportation System)

THIS AGREEMENT, made and entered this 20th day of October, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "COUNTY"), and COMMUTER BUS LINES, INC., a California Corporation (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY is authorized by Section 26002 of the Government Code to furnish and operate public transportation services.

2. COUNTY is authorized by Section 99288 of the California Public Utilities Code to enter into a contract with any provider to provide public transportation services.

3. COUNTY desires to exercise such authority within portions of its boundaries, as well as within the westerly portion of the City of Sacramento to provide transit services in such areas and has determined that it is in the general welfare of the residents of the County of Yolo to do so.

4. COUNTY has entered a Joint Powers Agreement with the Cities of Davis and Woodland, known as Yolo County Agreement No. 81-255, dated October 13, 1981, hereinafter referred to as "JPA". The JPA provides for the provision of transit services by COUNTY for the benefit of the parties to the JPA. The parties to this agreement intend that the services to be provided

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pursuant hereto shall be in furtherance of the JPA, and consistent therewith.

5. COUNTY has published a "Request for Proposals for the Implementation, Operation, and Maintenance of a Public Transportation System for the County of Yolo, City of Woodland, and City of Davis", dated July 28, 1981, attached hereto as Exhibit "B" and incorporated herein by this reference, and hereinafter referred to as "Proposal"). Said RFP was amended on August 26, 1981, and said amendments are expressly made a part of Exhibit "B". Said RFP included a draft agreement, at Pages 27 through 40, inclusive, which is superseded by this agreement for all purposes, and which is not incorporated herein.

6. CONTRACTOR submitted a proposal dated September 3, 1981 (hereinafter referred to as "Proposal", responsive to the RFP to provide such services in the method and manner and at the costs set forth in the proposal. Said proposal is attached hereto as Exhibit "C" and incorporated herein by this reference.

7. The purpose of this agreement is to provide for the provision of transportation services by CONTRACTOR as called for in this agreement, the RFP, and the proposal, all pursuant to the terms, covenants, and conditions specified herein.

8. This agreement shall satisfy the requirements of Public Utilities Code Section 99288, and the rules and regulations adopted by the Secretary of the Business and Transportation Agency with the advice and consent of the State Transportation Board, under the authority of Public Utilities Code Section

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99241, and by the Sacramento Area Council of Governments (SACOG), pursuant to Public Utilities Code Section 99401, making a portion of City and/or County funds available under the Mills-Alquist-Deddah Act of 1971 as amended.

9. CONTRACTOR represents hereby that it is in the business and fully qualified in the field of public transit, and is fully willing and able to satisfy the requirements of the JPA by performing this agreement at the costs specified herein, and with the levels of service and operating quality specified herein, including Exhibits "B" and "C" hereof. COUNTY has awarded this agreement in reliance on such representations, and on CONTRACTOR'S particular skills, experience and abilities as represented by CONTRACTOR in Exhibit "C" hereto.

AGREEMENTS:

For and in consideration of all the covenants, conditions, and agreements set forth herein, CONTRACTOR agrees to provide the implementation, operation, and maintenance of a public transportation system, and COUNTY agrees to compensate CONTRACTOR therefor, all as specified hereinbelow.

1. RULES OF CONSTRUCTION AND DEFINITIONS.

Unless otherwise apparent from the context, or otherwise specifically defined elsewhere in this Agreement, the parties agree that the following words and phrases shall be construed and/or defined as follows:

A. Rules of Construction.

The singular includes the plural and the plural

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includes the singular.

Shall is mandatory and may is permissive.

The masculine gender includes the feminine and neuter.

B. Definitions.

1) In-Service. "In-service" shall mean the time during which a bus is on the route or authorized detours, and stopping to load or unload passengers, or such other time expressly approved by the Transit Coordinator as in-service time, based on direct benefit to the COUNTY.

2) Out-of-Service. "Out-of-service" shall mean all times other than the times the bus is in-service. Out-of-service shall include all time spent driving to the beginning point on the route, or moving buses from one route to another route or location, commonly called "dead-heading" in the industry, other than time expressly approved by the Transit Coordinator as in-service time, based on direct benefit to the COUNTY.

3) Service and Payment Schedule. The service and payment schedule is Exhibit "A" to this agreement, attached hereto and incorporated herein by this reference. It consists of a statement

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of the items of service to be provided, the number of annual vehicle route miles and hours provided for each route, and maps and schedules setting forth such routes and stops thereon. It may be amended as provided in this agreement.

4) Transit Coordinator. The "Transit Coordinator" is the employee of the Yolo County Department of Public Works and Transportation who is designated by COUNTY as the person charged with supervision of CONTRACTOR'S performance of this agreement.

5) Vehicle Route Miles or Hours. "Vehicle route miles or hours" shall mean the miles traveled by CONTRACTOR'S buses, or the hours spent by CONTRACTOR'S employees in driving such buses, while on a route specified in Exhibit "A" or a detour from such route authorized by this agreement, while in-service.

Miles driven or hours spent while out-of-service are not vehicle route miles or hours.

The vehicle route hours shall be limited to those of the employee actually driving the bus, and shall not include those of other employees riding on the bus for training or other purposes.

2. TRANSPORTATION SERVICES TO BE PROVIDED BY CONTRACTOR. Com-

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mencing on January 3, 1982, CONTRACTOR agrees to provide the number of passenger buses and transportation service on the routes specified and in accordance with the number of annual vehicle route miles and hours of service as specified in the Service and Payment Schedule attached hereto as Exhibit "A". Said level of service shall continue to be provided by CONTRACTOR until an amended Service and Payment Schedule is substituted pursuant to this agreement, whereupon CONTRACTOR shall comply with the amended schedule from and after its effective date.

CONTRACTOR shall do all things necessary to manage, operate and maintain a public transportation system as required by this agreement, including, but not limited to, the following: day-to-day operation of bus services; executive and administrative management; employment and supervision of all personnel, including drivers, dispatchers, radio personnel, supervisors, and maintenance personnel; operation of a driver training and safety program; maintenance and repair of equipment; assisting in public relations and sales promotion regarding the services associated with this agreement; preparation of budgets, analyses, and reports of the financial and other matters pertaining to the operation of the bus services; clerical, statistical, and bookkeeping services as required by this agreement; providing all drivers with uniforms; and such other work as may be necessary to comply with the requirements of this agreement.

3. CHANGES IN LEVEL OF SERVICE. The level of service required of CONTRACTOR shall be as specified in the Service and Payment

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Schedule which is in effect at the time in question. Changes in the level of service shall not be authorized until the effective date of an amended Service and Payment Schedule, except emergency adjustments as specified in Subparagraph A., below. Amendments to the Service and Payment Schedule shall be made as set forth below in Subparagraphs "B" through "E", inclusive:

A. Emergency Adjustments by Contractor. Notwithstanding the requirements of the Service and Payment Schedule then in effect, CONTRACTOR unilaterally may modify the level of service provided only in the event of an emergency which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such changes do not materially affect the level of service provided pursuant to the Service and Payment Schedule then in effect. The Transit Coordinator shall be notified immediately when such adjustments occur. The CONTRACTOR shall cooperate with the Transit Coordinator regarding steps to be taken by CONTRACTOR to notify patrons of the changes to routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR. Increases or decreases in compensation arising from such adjustments shall equal actual increases or decreases in the number of vehicle route miles or

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hours expended by CONTRACTOR, and shall be made in the next monthly billing.

B. Substantial Change in Service Level Defined. Any proposed change in the service level shall be deemed a "substantial change" if such change results in an increase or decrease of 10% or more in the number of vehicle route hours provided for a particular route, as set forth on the Service and Payment Schedule most recently adopted by the County Board of Supervisors, and/or a change in the number of buses CONTRACTOR is required to provide, and/or the addition or deletion of an entire route. All other changes in the level of service shall be deemed non-substantial changes.

C. Non-Substantial Changes in Service Level by Transit Coordinator. The COUNTY, by the Transit Coordinator, may order a non-substantial change in the level of service, either by way of an increase or a decrease, by providing a written order to CONTRACTOR specifying the change and the effective date. Such written change order shall include an amendment to the Service and Payment Schedule. CONTRACTOR agrees to comply with such written orders. In his sole discretion, the Transit Coordinator may elect to treat any such change as a substantial change, and use the process set forth in Subparagraph "D" below.

D. Substantial Changes in Service Level by Board of Sup-

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ervisors.

1) Substantial Increases in Service Level: A substantial increase in the level of service, as defined hereinabove, may be ordered by the Board of Supervisors of COUNTY, and CONTRACTOR agrees to provide such services or additional bus or buses, provided that the parties have agreed as to cost adjustments pursuant to Subparagraph "E" below. CONTRACTOR shall be given no less than SEVEN (7) days' written notice of the intent to order such substantial increase, and shall have an opportunity to be heard prior to the adoption of such order. Such order shall not be effective sooner than NINETY (90) days from the date of its adoption, or as otherwise agreed.

2) Substantial Decrease in Service Level: A substantial decrease in the level of service, as defined hereinabove, may be ordered by the Board of Supervisors of COUNTY, including but not limited to, any decreases in excess of 10% of the vehicle route hours of a particular route, the elimination of a route or routes entirely, or a decrease in the number of buses required. CONTRACTOR shall be given no less than seven (7) days' written notice of the

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intent to order such a substantial decrease, and shall have an opportunity to be heard prior to the adoption of such order. Unless waived by CONTRACTOR, such order shall not be effective sooner than NINETY (90) days from the date of adoption, or as otherwise agreed.

E. Determining Costs After a Change in Service. After a change in the level of service, the Service and Payment Schedule shall be adjusted to reflect the actual changes ordered in the vehicle route miles and/or vehicle route hours, using the unit costs for each then in effect. If such change results in a need for additional equipment and/or facilities, the CONTRACTOR shall notify COUNTY and within SEVEN (7) days after receipt of such order shall submit a claim detailing such additional needs and their costs. The parties shall mutually agree upon an equitable settlement of CONTRACTOR'S claims.

F. Changes in Subsidiary Duties. The Transit Coordinator may request changes in CONTRACTOR'S report requirements, training program, maintenance program, testing procedures, personnel practices and/or other operating details not resulting in changes in level of service. If CONTRACTOR declines such request, or such request would result in a material increase in CONTRACTOR'S costs or in the time required for

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performance, CONTRACTOR shall notify COUNTY and within seven (7) days after receipt of such order shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR'S claim.

This paragraph shall not authorize increases due to changes mandated by any Federal or State authority.

G. In the event that the parties desire to make any change pursuant to this agreement which requires prior approval by the California Public Utilities Commission, the COUNTY shall prepare all application forms and the CONTRACTOR shall submit the application. Both parties shall appear as necessary and cooperate in the Commission approval process.

4. CONSIDERATION; METHOD AND TIME PAID; ADJUSTMENTS.

A. Consideration. In and for consideration of the services to be provided by CONTRACTOR, COUNTY monthly, in arrears, shall pay those sums specified in the Service and Payment Schedule in effect at the time that the services were provided for each in-service vehicle route mile and vehicle route hour provided during the billing period, plus one/twelfth (1/12) of the annual cost per bus for each bus shown on the Schedule. In the event that a modification to the Schedule is effective during a billing period, the consideration shall be prorated on a daily basis.

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Such consideration is the sole and exclusive consideration for all services to be provided by CONTRACTOR pursuant to this agreement, including the repair and maintenance operations specified herein and in the RFP and proposal.

B. Claims; Form; Time of Submission. Commencing on February 15, 1982, and monthly thereafter, no later than the 15th day of the month following the month during which the services were provided, CONTRACTOR shall submit its claim for compensation to the Transit Coordinator. Such claims shall specify the dates of service, and designate by route the number of vehicle route miles and vehicle route hours for which compensation is claimed.

COUNTY may promulgate forms for such claims, and CONTRACTOR will utilize and include all information required by such forms in submitting its claims.

In addition, COUNTY may request, and CONTRACTOR shall make available, such books, and/or records as are required to enable verification of a claim.

C. Payment of Claims; Time; Dispute Resolution.

Upon receipt of a claim, the Transit Coordinator shall verify its accuracy and completeness. If the claim is accurate, and CONTRACTOR is entitled to payment thereon, the Transit Coordinator shall approve the claim and forward it for payment to the

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appropriate COUNTY offices.

Approved claims shall be due and payable on the 15th day after receipt of the claim.

If the Transit Coordinator disputes all or part of a claim, he shall approve the undisputed portion for payment, and deduct the disputed portion. The amounts and reasons for a disputed claim shall be documented to CONTRACTOR within FIFTEEN (15) days of receipt of invoice.

The parties shall then confer regarding resolution of the dispute.

D. Quarterly Adjustments to Vehicle Route Mileage Rate Due to Fuel Prices.

Effective April 1, 1982, and the first day of each quarter thereafter, the rates shown on the Service and Payment Schedule for vehicle route miles shall be increased or decreased to reflect the actual changes in costs of diesel fuel, using the following formula:

$$A = B + \frac{X - Y}{4.5}$$

Where:

A = New adjusted consideration per vehicle route mile to be paid to CONTRACTOR;

B = Last adjusted consideration per vehicle route mile paid to CONTRACTOR;

X = New price per gallon of fuel as determined by averaging the price quoted by FOUR (4) distributors in Yolo County for the quantities to be purchased per delivery;

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Y = Last price per gallon used in the most recently computed quarterly adjustment formula.

(4.5 is assumed to be the average fuel consumed per mile)

E. Surcharge to Consideration Due to Cost Increases.

The price paid for service for the second and subsequent years of this agreement shall be subject to a surcharge, to be negotiated, to reflect changes in the cost of operating and maintaining the system. The results of the first negotiation shall become effective July 1, 1983. The results of subsequent negotiations shall become effective on July 1st of the succeeding years.

F. Increased costs shall be subject to audit as may be required by the COUNTY. Auditing firms to perform required examinations shall be selected by COUNTY and will be paid for by COUNTY. The CONTRACTOR shall make available all records pertaining to the transit system, and shall cooperate fully with COUNTY and any auditor selected to examine and report upon the operations cost of the system. Audit examinations will be conducted in the month of May prior to the planned annual adjustment.

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5. TERM OF AGREEMENT:

A. Term: The term of this agreement shall be from the date hereinabove first written, through and including December 31, 1986; provided, however, that this agreement may be extended from month-to-month after termination of this agreement, by mutual agreement.

6. RECORDS; INSPECTION BY COUNTY; REPORTS.

A. Financial Records. CONTRACTOR shall maintain such accurate and complete books, records, data, and documents on generally accepted accounting principles in accordance with the uniform system of accounts and records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by the Transportation Planning Agency, and shall clearly identify and make such items readily accessible to COUNTY during CONTRACTOR'S performance hereunder and for a period of four (4) years from the date of final payment by COUNTY hereunder.

Such records shall be kept in such detail and form so as to meet applicable State requirements.

CONTRACTOR shall provide COUNTY such access to CONTRACTOR'S books, records, and facilities as COUNTY deems necessary to examine, audit, and inspect all work data, documents, and activities related hereto.

B. Operations Records. CONTRACTOR shall collect operating data for periodic analysis.

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A monthly report summarizing ridership by route shall be submitted to COUNTY. Problems are to be highlighted along with suggested solutions. The monthly report shall also contain a critique and evaluation of the system and the service, along with recommended corrective action when appropriate. All reports shall be submitted to COUNTY in duplicate by the fifteenth (15th) day of the month following the reporting period.

CONTRACTOR shall install a mechanical counter on each bus, and shall require all drivers to maintain accurate counts of passenger boardings by route.

CONTRACTOR shall design and implement the data collection, accounting and reporting procedures necessary for State of California (CALTRANS) reports.

C. On-Board Surveys. COUNTY may conduct surveys during the term of this agreement. These surveys will determine matters such as socioeconomic characteristics of system users; their trip purposes, frequency of use and automobile driver license availability; how would they make the trip if the bus was not available; their likes and dislikes of the service; and, most important, how the service could be improved. In addition to this type of survey, COUNTY will conduct boarding counts periodically each year. CONTRACTOR shall cooperate in the conduct of these

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surveys.

D. Reporting. CONTRACTOR shall prepare and submit to COUNTY for filing all reports required by State authorities, to include as necessary those required by the California Transportation Development Act of 1971. Such reports shall be prepared in draft, on the forms provided by such State authorities or as specified by the Transit Coordinator.

E. Data. CONTRACTOR agrees that all information required to be furnished by this agreement shall be free from proprietary restrictions. CONTRACTOR further agrees that all such data is public and in the public domain.

F. Separate Records. A complete and separate set of books, accounts and/or records shall be maintained by CONTRACTOR, which records shall show details of transactions pertaining to the management, maintenance, and operation of only this system under the terms of this agreement. System transactions shall not be co-mingled with CONTRACTOR'S other operations, if any. CONTRACTOR'S records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this agreement are in fact due to operations pursuant to this agreement, and not due to separate charter operations conducted by CONTRACTOR.

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All costs charged to this agreement must be demonstrated to have been expended for operations pursuant to this agreement to be reimbursable under the terms of this agreement.

7. FARES. All fares collected by the CONTRACTOR are the property of COUNTY. Fare boxes for collecting fares and vaults containing collected fares shall be supplied and maintained by COUNTY. Vaults shall be removed from the vehicle by CONTRACTOR and kept at a secure location, to be approved by COUNTY. The contents of such vaults shall be removed at COUNTY expense by COUNTY personnel at a time and location mutually agreed upon by the CONTRACTOR and COUNTY through its Transit Coordinator.

The COUNTY reserves the right to set fare rates for passengers. Such rates may be revised from time to time by COUNTY, by resolution, and set at such levels as may be determined to be in the best interest of the participating agencies in the JPA. Prior to revising such fares, COUNTY shall consider CONTRACTOR'S advice regarding the appropriate fares. The COUNTY shall provide CONTRACTOR with a copy of the latest resolution setting fares at least TEN (10) days before such fares become effective, and CONTRACTOR shall collect such fares as are currently in effect. CONTRACTOR shall not be required to make change for fares, but shall post notices provided by COUNTY on all buses that the correct change for fares or applicable passes are required to board the bus.

In the event that the parties desire to make any change

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pursuant to this agreement which requires prior approval by the California Public Utilities Commission, the COUNTY shall prepare all application forms and the CONTRACTOR shall submit the application. Both parties shall appear as necessary and cooperate in the Commission approval process.

8. INDEMNIFICATION AND SAVE HARMLESS. This agreement is entered upon the express condition and material covenant by CONTRACTOR that the COUNTY OF YOLO and the CITIES OF DAVIS and WOODLAND, and all their officers, agents, employees and servants, are to be free from any and all liability, loss, and/or expenses arising as a consequence of any acts or omissions by CONTRACTOR pursuant to this agreement.

CONTRACTOR shall investigate, indemnify, defend and hold harmless COUNTY and the CITIES OF DAVIS and WOODLAND, and all their officers, employees and agents from any and all claims, demands, losses, or liabilities of any kind or nature whatsoever, whether real or illusory, which COUNTY or the CITIES OF DAVIS and/or WOODLAND, and/or their officers, employees and/or agents may sustain or incur, or which may be imposed upon them or any of them for any acts or omissions by CONTRACTOR pursuant to this agreement.

9. LIABILITY AND OTHER INSURANCES.

A. Public Liability, Bodily Injury, Property Damage. CONTRACTOR shall secure and maintain in force for the term hereof, insurance policies which will protect the CONTRACTOR, as a common carrier, its officers,

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employees and/or agents, the COUNTY OF YOLO and/or CITIES OF DAVIS and WOODLAND, and their officers, employees, and/or agents from claims for bodily injury, death, or property damage which may arise from CONTRACTOR'S operations under this agreement, whether such operations be by CONTRACTOR or by any agent of CONTRACTOR or anyone employed by him directly or indirectly. Said policies shall be not for less than the following amounts and shall name the COUNTY OF YOLO, CITY OF DAVIS, and the CITY OF WOODLAND as additional insureds:

1. Public Liability, Bodily Injury, and Property Damage Insurance:

1)	Injury or death of one person	$ 5,000,000
2)	Injury or death of more than one person in a single occurrence	$10,000,000
3)	Property Damage	$ 1,000,000

2. Automobile and Truck Public Liability Bodily Injury, and Property Damage Insurance:

1)	Injury or death of one person	$ 5,000,000
2)	Injury or death of more than one person in a single occurrence	$10,000,000
3)	Property Damage	$ 1,000,000

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B. Workers' Compensation Insurance.

Before execution of this Agreement, CONTRACTOR shall file the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

CONTRACTOR shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to COUNTY before execution of this agreement. COUNTY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

CONTRACTOR shall also carry such other insurance as may be required by law.

C. Cancellation.

CONTRACTOR shall within FIFTEEN (15) days of execution and delivery of this agreement deliver to COUNTY copies of such insurance. Each certificate shall certify that the policy or policies contain a clause providing that written notice shall be given to COUNTY at least THIRTY (30) days prior to termination, cancellation, or reduction in coverage.

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In the event CONTRACTOR fails to maintain the insurance as herein provided, COUNTY may take out such insurance and the cost thereof to COUNTY shall be deducted from the compensation due CONTRACTOR by COUNTY at the time the next payment is due.

D. Notification of Actions. CONTRACTOR hereby covenants and agrees to notify COUNTY of any and all actions filed against CONTRACTOR or any agent, servant or employee of CONTRACTOR, for any cause whatsoever arising out of the operations to be conducted by CONTRACTOR pursuant to this agreement, said notification to occur within a reasonable time after notification to CONTRACTOR, but in no event exceeding seven (7) calendar days.

E. Theft Insurance. CONTRACTOR shall provide bonds and insurance protecting the COUNTY from theft of collected fares and/or fareboxes, in an amount of no less than FIFTEEN-THOUSAND ($15,000) DOLLARS per occurrence.

10. BUSES.

A. Number of Buses.

CONTRACTOR shall provide the number and classes of buses indicated on the Service and Payment Schedule, or any subsequent amendments thereto.

B. Definition of Classes of Buses.

For all purposes relative to this agreement, the

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classes of buses required shall be defined as follows:

1. Class A: Class A buses shall be two-door transit type buses of a minimum length of FORTY (40') FEET and a minimum seating capacity of FORTY-NINE (49) passengers.

2. Class B: Class "B" buses shall be two-door transit-type buses of a minimum length of THIRTY-FIVE (35') FEET and a minimum seating capacity of FORTY-FIVE (45) passengers.

3. Class C: Class C buses shall be either transit, surburban or inter-city type buses, with a minimum seating capacity of FORTY-SEVEN (47) passengers. No more than FOUR (4) of the Class C buses may have a minimum seating capacity of FORTY-THREE (43) passengers.

11. MAINTENANCE AND EQUIPMENT.

A. CONTRACTOR, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, and maintenance, with the necessary service facilities to provide the same, required for the operation of the all equipment pursuant to this agreement. CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles to be used to perform this agreement. CONTRACTOR'S duty and responsibility to so maintain all vehicles is not

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delegable to any other person, firm or corporation.

B. All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times.

C. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and proper working condition at all times.

D. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.

E. Heating and air conditioning systems shall be installed, maintained, and used to insure the passenger compartment is comfortably maintained under all climatic conditions at all times on all in-service runs.

F. Seats with reclining backs shall be maintained in proper operating condition at all times.

G. All equipment shall be reasonably clean throughout both inside and out prior to each service run. Bus exteriors shall be washed once per week or as necessary. Bus interiors shall be swept daily or as necessary. Windows shall be washed and floors mopped or vacuumed as necessary.

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H. All buses shall be equipped with combination number and route destination signs mounted on the top front of bus. All signs shall be equal to, or better than, those currently in use by the Sacramento Regional Transit District. Legends and numbers shall clearly be visible and legible during the day or night. All buses shall have an individual identification number as required by PUC regulation.

I. Color schemes and pattern designs for the buses may be selected by the CONTRACTOR, provided that the system is uniform and in good taste. All buses must be readily identifiable as part of the transit system. Patterns, designs and colors shall be identical insofar as possible, depending on the design configuration of the buses. The CONTRACTOR'S name or identifying logo shall be readily visible. CONTRACTOR'S toll-free telephone number at his base of operations shall be placed so as to be legible on both the exterior and interior of the bus, with a notification that the public may obtain scheduling and route information, as well as registering any complaints they may have pertaining to the system or its operation by calling such number.

J. COUNTY may provide additional identifying sign plates or logos. CONTRACTOR shall install COUNTY-furnished signplates on CONTRACTOR'S buses at CONTRACTOR'S sole

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cost and expense. The COUNTY logo shall be covered or removed when the buses are used for any purpose other than performance of this agreement.

K. No advertising of any type other than transit related material shall appear either on the interior or the exterior of such buses.

L. All buses shall be capable of traveling at the speed of 55 miles per hour on a level road while fully loaded. "Fully loaded" shall mean that such bus contains a full complement of passengers, fuel, oil and water.

12. MAINTENANCE RECORDS AND INSPECTIONS. Records of all maintenance and inspections shall be kept and made available to COUNTY, the California Highway Patrol and/or other regulating agencies with jurisdiction when requested. COUNTY maintains the right to inspect, examine, and test, at any reasonable time, any equipment used in the performance of the work in order to insure compliance with this agreement. Such COUNTY inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of such buses and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport all such vehicles at CONTRACTOR'S expense, to the COUNTY'S designated inspection facilities when requested by COUNTY. In the event that CONTRACTOR is instructed by COUNTY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any

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and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is placed in service.

13. FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement.

14. PERMITS TO OPERATE. At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlements to operate as are now or hereafter required by any agency, specifically includng the California Public Utilities Commission, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to COUNTY when received by CONTRACTOR.

15. DRIVER QUALIFICATIONS.

A. Physical Examinations. At no expense to COUNTY, CONTRACTOR shall require CONTRACTOR'S drivers to have medical examinations at a medical facility approved by COUNTY or by a California licensed physician, and CONTRACTOR shall not permit any driver who has not successfully passed such examination to operate a vehicle in any service included in this agreement. Medical examinations must be sufficient to meet the medical requirements to qualify for a Class II

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license issued by the California Department of Motor Vehicles.

B. Driver Training. CONTRACTOR shall provide training as specified in the RFP for all drivers, whether full- or part-time.

16. TELEPHONE SERVICE. CONTRACTOR, at its sole cost and expense, shall provide toll-free telephone lines from Davis, Woodland, and East Yolo plus one additional line, totaling a minimum of FOUR (4) incoming lines, to provide route and time information services to members of the general public concerning subject transportation services or to receive complaints. All such telephone lines shall be manned during all hours of services specified on the Service and Payment Schedule.

17. COMPLAINTS.

CONTRACTOR shall receive complaints with courtesy and shall keep written records of all complaints received, and shall make such records available for COUNTY inspection upon request.

18. NOTICE OF DEFICIENCIES. The Director of Public Works and Transportation may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. Such notice shall specify the provision(s) of this agreement which address the issue.

CONTRACTOR shall correct the deficiency within a reasonable time.

19. REQUEST FOR PROPOSALS. In addition to the specific duties

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of CONTRACTOR set forth herein, the parties intend that the public transportation system described in the RFP, as amended, (Exhibit "B" hereto), is that which CONTRACTOR shall provide. CONTRACTOR therefore covenants to do all things required by the RFP, whether or not specifically recited herein, subject to the order of preference set forth in Paragraph No. 30 hereinbelow.

20. FORCE MAJEURE. CONTRACTOR shall not be charged, nor shall COUNTY demand from CONTRACTOR, damages because of failure in providing the services indicated in this agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of federal and/or state governments, acts of COUNTY, or anyone employed by it, acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues.

CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, he shall make a reasonable attempt to so notify the public including notification to local radio stations, and if appropriate, local newspapers.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of this

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agreement, CONTRACTOR on a timely basis shall notify COUNTY of the fact, and thereafter shall report to COUNTY all relevant information then known to CONTRACTOR, and shall continue to so report.

21. NON-DISCRIMINATION.

A. Equal Employment Opportunity. In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin or ancestry. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during their employment without regard to their race, religion, color, sex, age, or national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other form of compensation; and selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request by COUNTY.

B. Non-Discrimination in Service. CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate, against any passenger or patron because of age, race, color, religion, sex,

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ancestry or national origin.

C. Notice of Discrimination Complaint. CONTRACTOR shall notify COUNTY of any discrimination complaints.

22. HOLIDAYS. CONTRACTOR agrees to furnish services in accordance with schedules established by COUNTY. Non-operating days and/or holiday schedules shall coincide with the following holidays:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

The Transit Coordinator shall designate the day of observance of all holidays after conferring with CONTRACTOR. The Transit Coordinator shall provide no less than ten (10) days notice to CONTRACTOR of the day(s) designated for the holiday schedule.

If a holiday falls on a Sunday, the Transit Coordinator may designate both the Sunday and the following Monday for the holiday schedule.

23. NO CONFLICTING USES.

CONTRACTOR shall not operate, lease or charter the buses used for this agreement for any purpose other than this agreement

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until CONTRACTOR shall have provided such assurances as required by COUNTY that such operations, lease or charter will not result in any conflicts of interest and/or detriment to the operations to be provided pursuant to this agreement. CONTRACTOR shall at all times have available the number of stand-by buses shown on the Service and Payment Schedule currently in effect.

24. NOTICE. All notices shall be made by certified United States mail, postage prepaid, return receipt requested, addressed as follows:

CONTRACTOR:	COUNTY:
Commuter Bus Lines, Inc.	Director of Public Works & Transportation
1261 Silver Oak Way	292 W. Beamer Street
Sacramento, CA 95831	Woodland, CA 95695

Service of such notices shall be deemed complete on the date of deposit in the United States Mail.

25. BUS STOP SIGNS. COUNTY shall furnish and install the following: street-side bus stop signs, directional arrows, and routing paraphernalia for each passenger loading and unloading station established along the routes. COUNTY shall replace lost, stolen, or damaged signs of the type specified in this paragraph, and shall bear all costs of installation at appropriate street-side locations and relocations, including all labor expenses and base installations. CONTRACTOR shall instruct its bus drivers to report any missing or damaged signs at the first available opportunity after discovery.

26. NOT CONTRACT OF EMPLOYMENT. It is understood and acknow-

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ledged that this agreement is not a contract of employment between the COUNTY or any CITY and the CONTRACTOR or any agents, officers or employees of CONTRACTOR. CONTRACTOR is, and shall at all times, be deemed to be an independent contractor. CONTRACTOR is not authorized to bind the COUNTY or any CITY to any contracts or other obligations. CONTRACTOR is not an agent of COUNTY, or any CITY, and shall at no time represent itself to be such agent or employee.

27. ADMINISTRATION OF CONTRACT. All operations of CONTRACTOR pursuant to this agreement shall be supervised and administered by the Yolo County Department of Public Works and Transporation through the office of the Transit Coordinator.

28. COUNTY'S REMEDIES ON BREACH. It is expressly understood and agreed that, in addition to all other remedies at law or equity, or as provided in this agreement, should CONTRACTOR fail to comply with any condition or covenant of this agreement, COUNTY may withhold funds due or to become due until CONTRACTOR so complies.

It is further understood and agreed that in the event of failure by CONTRACTOR to perform services required by this agreement, the COUNTY may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual cost to the COUNTY to provide such services, or the costs shown on the Service and Payment Schedule, whichever is greater.

29. PERFORMANCE BOND. CONTRACTOR shall perform no services

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pursuant to this agreement, nor be entitled to compensation therefor, unless and until CONTRACTOR submits a bond or other acceptable security to COUNTY for use of COUNTY, such bond executed by CONTRACTOR and a surety company licensed to do business as such in the State of California, such bond in the amount of ONE-HUNDRED-THOUSAND ($100,000.00) DOLLARS, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this agreement or that the face amount of such bond shall be forfeited to COUNTY. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date the COUNTY makes any demand for payment on the bond until the COUNTY releases such claim. Provision of such bond or its equivalent, approved by COUNTY, is a material covenant of this agreement.

30. PRECEDENCE OF CONTRACT DOCUMENTS. The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time, as follows:

1. Any supplemental agreements entered after the date of this agreement or orders issued pursuant to this agreement.

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2. This agreement.

3. The proposal (Exhibit "C").

4. The Request for Proposals (Exhibit "B").

31. CONTINUITY. This agreement is binding upon each of the parties and their respective heirs, executors, assigns, and successors.

32. ASSIGNMENT. The performance of this agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written consent of the COUNTY first had and obtained. COUNTY shall not consent to any proposed assignment or subcontracting, novation, or other writing which would have the effect of relieving CONTRACTOR or CONTRACTOR'S surety of their responsibility and/or liability under this agreement.

33. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect validity of other provisions. COUNTY'S failure to insist in any one or more instances upon the performance of any term or terms of this agreement shall not be construed as a waiver or relinquishment of COUNTY'S right to such performance or to future performance of such a term or terms, and CONTRACTOR'S obligations in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder. Changes hereto shall not be binding upon COUNTY except when specifically confirmed in writing by the representative of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this

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COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS,
CLERK OF THE BOARD OF SUPERVISORS

By: Paula M Cooper
DEPUTY

(SEAL)

CONTRACTOR

COMMUTER BUS LINES, INC.

By: William D. Bourne
WILLIAM D. BOURNE, PRESIDENT

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

81-145 Exhibit B.

NOTICE #1

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential bidders are hereby notified there will be a pre-bid conference held on:

MONDAY

AUGUST 24, 1981

2:00 P.M.

in the conference room of the Public Works Department, 292 West Beamer Street, Woodland, California.

The purpose of the conference will be to familiarize prospective contractors with the nature of the work.

Exhibit - B

NOTICE #2

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential contractors are hereby notified that storage space for buses can be provided at the following locations:

1. Yolo County Corporation Yard
   292 West Beamer Street
   Woodland, California

   (Storage for up to 7 buses. The furnishing and construction of fueling and maintenance facilities will be permitted at this location)

2. City of Woodland Corporation Yard
   Sutter Street
   Woodland, California

   (Storage only for up to 3 buses)

3. Davis Joint Unified School District
   Davis, California

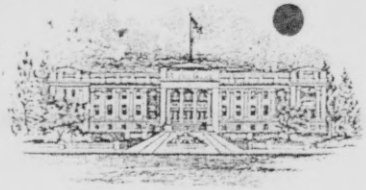
   (Storage only. Contractor will be required to make his own lease arrangements with the District)

4. Yolo County Broderick Corporation Yard
   Fourth & C Streets
   Broderick, California

   (Storage only for up to 4 buses)

NOTE: No charge on items 1, 2 and 4 will be made to the Contractor for space at these locations; however, the Contractor will be required to construct and maintain the area occupied to the satisfaction of the agency of jurisdiction.

Storage at these locations is optional, not mandatory.



LLOYD H. ROBERTS, Director

COUNTY OF YOLO

Woodland, California 95695

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER - SURVEYOR - ENGINEER
292 West Beamer Street - Telephone 666-8428
Woodland, California 95695

NOTICE # 3

(Addendum - - August 26, 1981)

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential Bidders are hereby notified of clarifications and changes to that certain "Request for Proposals for the Implementation, Operation and Maintenance of a Public Transportation System for the County of Yolo, City of Woodland and the City of Davis" dated July, 1981. These items are attached hereto, and are to be considered a part of the above referred to "Request for Proposals" as though included in the original documents.

Respectfully

Lloyd H. Roberts

LLOYD H. ROBERTS,
Director of Public Works

Item #1 (pp7 - 1.6) Clarification .... Can the training period be reduced according to the trainees qualifications and experience?

The two week period may be reduced provided the trainee can document the qualifications and experience, and provided further that such prior training was within the last 24 months. Contractors will be expected to provide a continuous training program.

Item #2 (pp8 - 1.7) Clarification .... Will the Contractor be reimbursed for any out-of pocket expenses in connection with such assistance (such reimbursement above the contract price)?

No - assistance and cooperation as used in this section is not intended to force a contractor to perform extra man-hours of effort. It is expected however, that he will require drivers to distribute schedules and other promotional material to bus riders. Also, card holders, boxes or other containers are to be placed in the buses including posters and other informational items.

The actual preparation of promotional materials and printing of schedules and tickets will be a County product. It is expected the Contractor will be a sales and distribution outlet for tickets and schedules.

Item #3 (pp 8 - 1.8) Change .... delete Section 1.8.

Item #4 (pp 9 - 2.1, 3rd Paragraph) Clarification .... (a) Will the Contractor be reimbursed (in addition to his bid price) for the parts and labor required to install the fare boxes; (b) Who will exchange the vaults in the buses?

(a) The Contractor will be reimbursed for all hardware, parts, etc. required to install the fare box. Labor shall be at the expense of the Contractor.

(b) It is expected the Contractor will remove the vaults from the fare box and take them to a mutually agreeable location for County pick-up. County personnel will remove funds from the vaults and perform necessary counting.

The fare box to be provided will be of the drop box type as manufactured by Diamond Manufacturing, Incorporated or its equivalent. Maintenance, repairs and/or replacements necessary due to normal wear and tear of the equipment will be performed by the County.

Item #5 (pp 12 - 2.4, 2nd Paragraph) Clarification .... It is intended the Contractor shall provide a mechanical type counter on each of the buses such that the driver can record the number of boardings.

Item #6 (pp 12 - 2.4, 3rd Paragraph) Change .... line 5, delete "and federal".

Item #7 (pp 13 - 2.4, 4th Paragraph) Change .... lines 4 and 5, delete "and Section 15 of the Urban Mass Transportation Act".

Item #8 (pp 13 - 2.6) Clarification .... Does this mean that Contractor's facilities are subject to County's approval?

No, the level of maintenance, however is a matter of County concern and is subject to continuing approval.

Item #9 (pp 16 - 3.3) Change .... lines 3 and 4, delete "Level C (required) compliance with the provisions of Section 15 of the Urban Mass Transportation Act (amended) and"

Change ....lines 5, 6 and 7, delete "Section 15 established the Uniform System of Accounts and Records and Reporting System (commonly known as "FARE")."

Item #10 (pp 32 - Fares) Clarification .... Will contractor be given an opportunity to take part in the adoption of fares, in order to avoid fare structures that are difficult or confusing to administer and collect?

Yes, however the final decision on fares will be made by the Board of Supervisors.

Item #11 (pp 33 - B) Change ....
Delete Paragraph B Force Majeure
Add Paragraph B ...

B. Force Majeure

CONTRACTOR shall not be charged, nor shall COUNTY demand from CONTRACTOR damages because of failure in providing the services indicated in the Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of federal and/or state governments, acts of COUNTY, or anyone employed by it, acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, strikes, freight embargoes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues.

In the event that the Contractor is unable to provide the services indicated due to any cause, he shall make a reasonable attempt to so notify the public including notification to local radio stations, and if appropriate, local newspapers.

Item #12 (pp 33 - 9) Change ....
Delete - Paragraphs A. & B.
Add - A. Contractor agrees to provide passenger buses as follows:

CLASS	No. of	Min. Seating Capacity	Length	Type
A	4	49	40'	2 dr Transit
B	2	45	35'	2 dr Transit
C*	8*	47	--	Sub, Transit, or Intercity

* 4 may be 43 minimum seating capcity of the Suburban, Transit or Intercity Type.

The Contractor further agrees that all equipment used in carrying out this agreement shall be in conformity with all applicable State and Federal Statutes, rules, and regulations pertaining to passenger bus service.

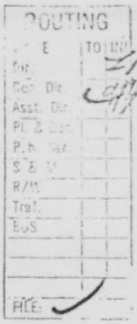
Item #13 (pp 34 - J) Clarification .... Destination Signs. At the beginning of the second line, is the word "rotating" supposed to be route"? If the Contractor provides signs which are equal to RT's as to legibility, and otherwise acceptable to the County, the mechanical details should be left to the Contractor.

It is not necessary that the destination signs be of the rotating type as long as legibility, appearance, visibility and readability are acceptable to the County.

Item #14 (pp 35 - 11) Clarification On what days and during what hours will the Contractor be required to answer the telephone?

The Contractor will be required to provide informational services during all hours of operation as indicated on the bus schedules (as a minimum). Toll-free telephone lines shall be provided by the contractor from each of the three communities (Woodland, Davis, West Sacramento) to his headquarters facility for the purpose of providing route and time information to members of the general public. In addition there shall be at least one other line for calls which need not be a toll free line.

Item #15 (pp 41 - Performance Bond) Clarification....
The bond may be of a type which can be renewed each year. Further, a "Letter of Credit" will be acceptable subject to approval of form and content by the Yolo County Counsel.



July 30, 1981

Passenger Operations Branch
Public Utilities Commission
California State Building
San Francisco, CA 97102

Re: PUC (350.10)
Public Transit

Gentlemen:

As an alternative to the public transit service currently being furnished by the Sacramento Regional Transit District under contract agreement, the County of Yolo is soliciting proposals from transit operators in the private sector to provide this service. A brief description of the system along with route maps and schedules are attached as general information.

It appears the County's operator is exempt from obtaining a "Certificate of Convenience and Necessity" under Section 654.2(4) of the Penal Code. We are aware it will be necessary to obtain permission from the District under Section 99288 of the Public Utilities Code, however we have been assured this would be no serious problem.

At this stage of the process we would appreciate confirmation of exemption under 654.2(4) of the Penal Code. Also, if there are any other requirements of the Commission pertaining to the County's possible "take-over" of this service, please advise.

Very truly yours,

LLOYD H. ROBERTS,
Director of Public Works

By_____
GERALD N. GIBSON,
Deputy Director

GNG/rlc

Enclosure

(pp 40 - Exhibit A of Agreement)

Item #16 (pp 44 - Form of Proposals) Change ....

As indicated in Item 12 above, the number, size and type of buses required has been changed to provide greater flexibility in operations. Accordingly, Item # 1 (Buses) in the form of proposal has been revised to reflect this change.

The old forms should be removed from the RFP and the new forms submitted as a part of your proposal.

Item #17 (pp 47 - Supplemental Information) Clarification ----- Add 8.2 Public Utilities Commission

The attached is information relative to licensing by the Public Utilities Commission of the State of California. This office has been advised the process will require approximately 60 days. For further information or questions regarding the application, prospective contractors are advised to contact Mr. Thomas Enderle at (415) 557-3092 or Mr. Mark Gottlieb at that number.

ADDRESS ALL COMMUNICATIONS
TO THE COMMISSION
CALIFORNIA STATE BUILDING
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE (415) 557-3092
M. E. Gottlieb

Public Utilities Commission

STATE OF CALIFORNIA

August 14, 1981

Gerald N. Gibson, Deputy Director
Yolo County Department of Public Works
292 West Beamer Street
Woodland, CA 95695

Dear Mr. Gibson:

This is in reference to your recent inquiry concerning passenger transportation in the Davis, Woodland, East Yolo, and Sacramento areas.

The Commission certificates all persons or corporations engaged in the ownership, management, operation, or control of passenger stage services like those in your areas. The applicable rules for bus companies are found at Public Utilities Code Sections 1031-37; also Article XII of the State Constitution. The penal code does not abrogate the applicable requirements for bus companies to obtain Commission certificates as set forth by the Public Utilities Code (copy attached); nor would it seem to apply in its own respect, based on just the location of the proposed routes (e.g.: Davis, Woodland, et al are not all contiguous).

Bus companies can usually satisfy the Commission's certification requirements quite easily. We seek the coordinated development of California's transportation network through certification of as many new bus services as needed. This also helps solve the energy crisis. Also, the Bus Service Development staff can provide interested parties with the benefit of its engineering expertise to: (1) design routes, (2) design schedules, (3) coordinate new services with existing ones, (4) negotiate interline and other agreements with existing carriers, and (5) estimate revenues and expenses for alternate route and fare designs. We also help interested bus companies file for the necessary certificates, thereby helping make the inauguration of new bus services a straight-forward and relatively simple process, and one which can generally be completed quickly, too. In this regard, we regularly give priority to certificating new bus services which have the support of counties or other public agencies, and will do so for new services in your area having your support.

Since Greyhound Lines, Inc. carries passengers on an intercity basis in this general territory, Greyhound could possibly have an interest in this matter. On the other hand, if it is clear that the new bus lines would serve local transit needs, largely along neighborhood streets, Greyhound would probably not have any direct interest. From what we understand, the latter is intended. (We could, if it appears useful, examine interline connections and coordination of schedules with Greyhound or any other services, as desired. By copy of this letter, we request Greyhound to cooperate with your office to the maximum extent possible in this respect.) If any new service were planned to Sacramento Airport, we have other existing carriers which may also be interested in the proposal, and whose cooperation we will also request.

AUG 18 '81
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

The Bus Service Development program statewide is led by Marc E. Gottlieb, P.E. Esq., who may be reached on (415) 557-3092 in the event you have any further questions. Mr. Gottlieb advises that Thomas Z. Enderle, P.E. will work with your office on this project. Mr. Enderle has considerable experience working with local agencies and bus companies in developing new services similar to those that may be needed in your area. Also, we will afford this matter our top priority attention for speedy action.

Please call Mr. Enderle (or Mr. Gottlieb) directly whenever we may be of further assistance. Mr. Enderle's telephone number is (415) 557-3171.

Yours very truly,

WILLIAM H. WELL, Principal
Passenger Operations Branch
Transportation Division

MEG:ctb

cc: William McCracken, Senior Vice-President
Greyhound Lines, Inc.
The Greyhound Tower
Phoenix, AZ 85077

Enclosure

Chapter 5. Certificates of Public Convenience and Necessity

Article 2. Passenger Stage Corporations

1031. No passenger stage corporation shall operate or cause to be operated any passenger stage over any public highway in this State without first having obtained from the commission a certificate declaring that public convenience and necessity require such operation, but no such certificate shall be required of any passenger stage corporation as to the fixed termini between which, or the route over which, it was actually operating in good faith on July 29, 1927, in compliance with the provisions of Chapter 213, Statutes of 1917, nor shall any such certificate be required of any person or corporation who on January 1, 1927, was operating, or during the calendar year 1926 had operated a seasonal service of not less than three consecutive months' duration, sight-seeing buses on a continuous sight-seeing trip with one terminus only. Any right, privilege, franchise, or permit held, owned, or obtained by any passenger stage corporation may be sold, assigned, leased, mortgaged, transferred, inherited, or otherwise encumbered as other property, only upon authorization by the commission. (Former Sec. 50¼, 1st 2 sents.)

1032. Every applicant for a certificate shall file in the office of the commission an application therefor in the form required by the commission. The commission may, with or without hearing, issue the certificate as prayed for, or refuse to issue it, or issue it for the partial exercise only of the privilege sought, and may attach to the exercise of the rights granted by the certificate such terms and conditions as, in its judgment, the public convenience and necessity require. The commission may, after hearing, issue a certificate to operate in a territory already served by a certificate holder under this part only when the existing passenger stage corporation or corporations serving such territory will not provide such service to the satisfaction of the commission. (Former Sec. 50¼, 3d sent.)

1033. The commission, in the exercise of the jurisdiction conferred upon it by the Constitution of this State and by this part, may grant certificates of public convenience and necessity, make decisions and orders, and prescribe rules affecting passenger stage corporations, notwithstanding the provisions of any ordinance or permit, the certificate, decision, order, or rule of the commission shall prevail. (Former Sec. 50¼, 4th sent.)

RECEIVED
AUG 25 1931
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

1034. When a complaint has been filed with the commission alleging that any passenger stage is being operated without a certificate of public convenience and necessity, contrary to or in violation of the provisions of this part, the commission may, with or without notice, make its order requiring the corporation or person operating or managing such passenger stage, to cease and desist from such operation, until the commission makes and files its decision on the complaint, or until further order of the commission. (Former Sec. 50 1/4, 2d par.)

1035. Whether or not any stage, auto stage, or other motor vehicle is being, or is proposed to be operated as a passenger stage corporation "between fixed termini or over a regular route" within the meaning of this part is a question of fact, and the finding of the commission thereon is final and is not subject to review. Any act of transporting or attempting to transport any person or persons by stage, auto stage, or other motor vehicle upon a public highway of this State between two or more points not both within the limits of a single city or city and county, where the rate, charge, or fare for such transportation is computed, collected, or demanded on an individual fare basis, shall be presumed to be an act of operating as a passenger stage corporation within the meaning of this part. (Former Sec. 50 1/4, 3d par.)

1036. Each application for a certificate of public convenience and necessity made under the provisions of this article shall be accompanied by a fee of seventy-five dollars ($75) unless the applicant is already operating in the immediate vicinity under the jurisdiction of the commission. (Former Sec. 50 1/4, 4th par.)

1037. Every passenger stage corporation which violates any provision of this article, or aids or abets, or without being present advises or encourages any person or corporation in such violation, is guilty of a misdemeanor and, upon conviction thereof, if a person, shall be punished by a fine of not exceeding five hundred dollars ($500) or by imprisonment in a county jail for a term not to exceed six months, or by both such fine and imprisonment, or, if a corporation, shall be punished by a fine not to exceed five hundred dollars ($500). (Former Sec. 50-1/3.)

2107. Any public utility which violates or fails to comply with any provision of the Constitution of this State or of this part, or which fails or neglects to comply with any part or provision of any order, decision, decree, rule, direction, demand, or requirement of the commission, in a case in which a penalty has not otherwise been provided, is subject to a penalty of not less than five hundred dollars ($500) nor more than two thousand dollars ($2,000) for each offense. (Former Sec. 76(a).)

2108. Every violation of the provisions of this part or of any part of any order, decision, decree, rule, direction, demand, or requirement of the commission, by any corporation or person is a separate and distinct offense, and in case of a continuing violation each day's continuance thereof shall be a separate and distinct offense. (Former Sec. 76(b).)

* * *

2111. Every corporation, other than a public utility which violates any provision of this part, or which fails to comply with any part of any order, decision, rule, direction, demand, or requirement, of the commission, in a case in which a penalty has not otherwise been provided for such corporation, is subject to a penalty or not less than five hundred dollars ($500) nor more than two thousand dollars ($2,000) for each offense. (Former Sec. 78.)

2112. Every person who, either individually, or acting as an officer, agent, or employee of a corporation other than a public utility, violates any provision of this part, or fails to comply with any part of any order, decision, rule, direction, demand, or requirement of the commission, or who procures, aids, or abets any public utility in such violation or noncompliance, in a case in which a penalty has not otherwise been provided for such person, is guilty of a misdemeanor, and is punishable by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not exceeding one year, or by both such fine and imprisonment. (Former Sec. 79.)

2113. Every public utility, corporation, or person which fails to comply with any part of any order, decision, rule, regulation, direction, demand, or requirement of the commission or any commissioner is in contempt of the commission, and is punishable by the commission for contempt in the same manner and to the same extent as contempt is punished by courts of record. The remedy prescribed in this section does not bar or affect any other remedy prescribed in this part, but is cumulative and in addition thereto. (Former Sec. 81.)

EXHIBIT "A"

Pursuant to Paragraphs "2" and "5" of the Agreement for Public Transportation Services entered into on the _____day of _____,1981, the following table hereby sets forth the level of service and associated costs agreed to by the CONTRACTOR and the COUNTY OF YOLO effective for the Service Period indicated thereon:

SERVICE PERIOD: 1-1-82 to 6-30-83

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	Class A Buses	4 each	$_____/Yr	$
1b	Class B Buses	2 each	$_____/Yr	$
1c	Class C Buses	8 each	$_____/Yr.	$
2a	Line 40	47,353.5 mi	$_____/Mi	$
2b	Line 40	3,870.9 hr	$_____/Hr.	$
3a	Line 41	52,659.1 mi	$_____/Mi.	$
3b	Line 41	4,122.2 hr	$_____/Hr.	$
4a	Line 42	267,371.2 mi	$_____/Mi.	$
4b	Line 42	12,135.3 hr	$_____/Hr.	$
5a	Line 43	23,034.15 mi	$_____/Mi.	$
5b	Line 43	902.7 hr	$_____/Hr.	$
6a	Line 44	31,285.9 mi	$_____/Mi.	$
6b	Line 44	1,216.4 hr.	$_____/Hr.	$
7a	Line 45	45,798.0 mi.	$_____/Mi.	$
7b	Line 45	1,298.0 hr.	$_____/Hr.	$_____
			Total	$_____

Monthly Payment = $$\frac{\text{\$_____}}{12}$$ = $_____/month

Modifications to this service level shall be accomplished in the manner set forth in the cited Agreement.

There shall be an adjustment of rates as of the first day of July of each year as set forth in Paragraph "5" of this Agreement to which this Exhibit is attached.

_____ _____

DIRECTOR OF PUBLIC WORKS CONTRACTOR

Date:_____ Date:_____

COUNTY OF YOLO
STATE OF CALIFORNIA

PROPOSAL

FOR THE

IMPLEMENTATION, OPERATION AND MAINTENANCE

OF A

PUBLIC TRANSPORTATION SYSTEM

FOR THE

COUNTY OF YOLO, CITY OF WOODLAND AND CITY OF DAVIS

Board of Supervisors
County of Yolo
County Courthouse
Woodland, CA 95695

The undersigned, as bidder, declares that he has carefully examined the location of the proposed system, the other contract documents, and the requirements therein referred to; and he proposes and agrees that, if this proposal be accepted, he will contract with the County of Yolo, State of California, to provide all necessary machinery, tools, apparatus, labor, and equipment, and to do all the work specified in the contract, in the manner and time therein set forth, required to implement, operate, and maintain the system.

The Contractor proposes and agrees to contract with said County of Yolo to furnish and perform all the above-described work including subsidiary obligations as defined in said contract documents and specifications, for the following prices, to wit:

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	Class A Buses	4 each	$_____/yr	$
1b	Class B Buses	2 each	$_____/yr	$
1c	Class C Buses	8 each	$_____/yr	$
2a	Line 40	47,353.5 mi	$_____/mi	$
2b	Line 40	3,870.9 hr.	$_____/hr	$
3a	Line 41	52,659.1 mi.	$_____/mi	$
3b	Line 41	4,122.2 hr.	$_____/hr	$
4a	Line 42	267,371.2 mi.	$_____/mi	$
4b	Line 42	12,135.3 hr.	$_____/hr.	$
5a	Line 43	23,034.15 mi.	$_____/mi	$
5b	Line 43	902.7 hr	$_____/hr	$
6a	Line 44	31,285.9 mi.	$_____/mi	$
6b	Line 44	1,216.4 hr.	$_____/hr.	$
7a	Line 45	45,798.0 mi.	$_____/mi.	$
7b	Line 45	1,298.0 hr.	$_____/hr.	$_____
			TOTAL COST	$_____

(7/28/81)

REQUEST FOR PROPOSALS

FOR THE

IMPLEMENTATION, OPERATION AND MAINTENANCE

OF A

PUBLIC TRANSPORTATION SYSTEM

FOR THE

COUNTY OF YOLO

CITY OF WOODLAND

CITY OF DAVIS

DEPARTMENT OF PUBLIC WORKS
COUNTY OF YOLO
292 WEST BEAMER STREET
WOODLAND, CALIFORNIA 95695

(916) 666-8428

LLOYD H. ROBERTS
Director of Public Works

JULY 1981

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NOTICE #1

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential bidders are hereby notified there will be a pre-bid conference held on:

MONDAY

AUGUST 24, 1981

2:00 P.M.

in the conference room of the Public Works Department, 292 West Beamer Street, Woodland, California.

The purpose of the conference will be to familiarize prospective contractors with the nature of the work.

NOTICE #2

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential contractors are hereby notified that storage space for buses can be provided at the following locations:

1. Yolo County Corporation Yard
   292 West Beamer Street
   Woodland, California

   (Storage for up to 7 buses. The furnishing and construction of fueling and maintenance facilities will be permitted at this location)

2. City of Woodland Corporation Yard
   Sutter Street
   Woodland, California

   (Storage only for up to 3 buses)

3. Davis Joint Unified School District
   Davis, California

   (Storage only. Contractor will be required to make his own lease arrangements with the District)

4. Yolo County Broderick Corporation Yard
   Fourth & C Streets
   Broderick, California

   (Storage only for up to 4 buses)

NOTE: No charge on items 1, 2 and 4 will be made to the Contractor for space at these locations; however, the Contractor will be required to construct and maintain the area occupied to the satisfaction of the agency of jurisdiction.

Storage at these locations is optional, not mandatory.

COUNTY OF YOLO

Woodland, California

LLOYD H. ROBERTS, DIRECTOR

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER - SURVEYOR - ENGINEER
292 WEST BEAMER STREET TELEPHONE 666-8428
WOODLAND, CALIFORNIA 95695

July 28, 1981

NOTICE

To: Providers of Public Transportation

From: County of Yolo
Department of Public Works

Subject: Public Transportation Services
for the Cities of Woodland,
Davis, and the Unincorporated
Area of Yolo County (East Yolo)

The Board of Supervisors of the County of Yolo, State of California, has authorized the Department of Public Works to solicit proposals for the furnishing of Public Transportation Services in Yolo County and the Cities of Davis and Woodland.

Proposals are to be submitted to the office of:

The Director of Public Works
County of Yolo
292 West Beamer Street
Woodland, California 95695

Not later than:

2:00 o'clock P.M.
September 3, 1981

Interviews and evaluations of proposals will be conducted jointly by the Cities and County during the week of September 7th, 1981.

THEREFORE, NOTICE IS HEREBY GIVEN THAT sealed proposals will be received by the Director of Public Works for the furnishing, management, operation, and maintenance of a fixed-route public transportation system. The contract payments shall be based on an amount bid per bus plus amount bid per scheduled hour plus amount bid per vehicle route mile.

The proposal shall cover a five-year period with renewal options by mutual consent.

The service to be performed consists of furnishing all labor, equipment, fuel, and materials including all incidental office space, tools, maintenance facilities, and such other items as are required to provide a full public transportation service in accordance with the terms of this "Request for Proposals." Contractors are notified to examine thoroughly this notice, these instructions, the form of contract, and the operational requirements. If there be any doubt or obscurity as to the meaning of the same, or any doubt as to the adequacy of proposed staffing and equipment, intending Contractors shall ask the Director of Public Works in writing for an explanation before submitting their proposals at least ten (10) days in advance of submitting said proposals.

In connection with the performance of this contract, full compliance with all applicable health and safety standards, equal employment opportunity laws, and other mandatory requirements as indicated in the attached documents will be required.

All proposals shall be submitted on the form provided by the County. Prospective Contractors are advised the system shall be fully operational on January 3, 1982.

The County of Yolo reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the procedure. No prospective Contractor may withdraw his proposal for a period of thirty (30) days after the proposals are received by the County on the date indicated above.

The County hereby gives notice that a prospective Contractor must accompany his proposal by a check for an amount not less than ten thousand dollars ($10,000.00). Said check must be certified by a responsible bank and must be payable to the County of Yolo; or in lieu of such a check, a Contractor must accompany his proposal by a bond for said amount payable to the County of Yolo, which bond must be signed by the Contractor and by two Sureties or by an authorized Surety Company, all as provided by law. Said check, or bond, shall be forfeited as damages sustained by the County of Yolo if the prospective Contractor selected by the County of Yolo to furnish public transportation services fails or refuses to enter into a contract with the County.

For details, reference is made to the attached documents.

Dated July 28 1981

By _____
Director of Public Works
County of Yolo
Woodland, California

SECTION 1 - GENERAL

1.1 Description of Project

The County of Yolo and the Cities of Woodland and Davis presently contract with the Sacramento Regional Transit District for transit services. The system provided consists of six lines (40 through 45), the routes and schedules of which are included as a part of this proposal. This system is currently fully operational. It has undergone some recent modifications in an effort to reduce some costs and, to some extent, streamline the service.

Recent changes in cost allocation policies on the part of SRTD which shift substantial costs to Contract agencies has made it necessary to seek alternatives to the current program. Among alternates considered is to contract with a provider in the private sector specializing in public transit. Consequently, the County and its Cities are soliciting proposals to furnish, operate, and maintain a system which duplicates the present service levels. It is hoped this alternate will provide that service at a cost lower than that currently being provided and, if feasible, improve service levels.

The present system requires eleven (11) buses which operate a total of 467,501.85 route miles and 23,545.5 scheduled hours, with downtown Sacramento (and return) as the primary destinations. These miles and hours do not include distances and times to the storage locations; therefore, persons calculating costs for this proposal must include these added costs in their unit prices bid in the proposal. Further, it is proposed that three additional buses be provided as standby vehicles in case of breakdowns or other emergencies. As experience is developed, at County's option, the necessity for three "standbys" may be reduced. It is also proposed during the term of the Contract, that the leased buses furnished initially by the successful bidder may be replaced with

new vehicles acquired by the County through appropriate capital grants and that cost adjustments be negotiated at that time.

1.2 Equipment and Control Center

Suitable communication equipment shall be furnished. The Contractor shall provide communication equipment including mobile operation for vehicle operator safety and convenience and a base station located at his base of operations. This equipment shall be tailored to meet the needs of the system in areas such as antenna height, radio power, etc.

Similarly, all control center equipment necessary for the operation will be required.

The Contractor shall also analyze the transmission range and communications frequency requirements for the service area and acquire a dedicated frequency or share use of an existing frequency where feasible.

1.3 Operating and Training Procedures

Operating procedures and training materials covering vehicle operator, telephonist, scheduler, dispatcher, and supervisory functions shall be prepared, and may include an audio-visual program. These shall be comprehensive working documents and shall contain procedures for the preparation and issuance of change instructions as required.

1.4 Service Initiation

System preparation comprises those efforts required to make the system operational. It includes obtaining written permission from the city and county governments to operate system vehicles on

any street, if required, and from shopping centers, stores, and apartment complexes to enter their parking areas to pick up and deliver passengers; obtaining any necessary local licenses or permits; setting up transfer points between SRTD and other fixed-route buses; procuring for the County and installing control center supplies including all necessary forms, maps, vehicles, vehicle indicators, etc.; and plotting major trip generators on an up-to-date large map (which will be provided by the County) of the service area which shows all street names and block numbers. This map will also cover those areas which may be included in the service area as a result of expansion. Also included are those efforts concerned with recommending to the County the placement of vandal-proof direct phones to the control center from key locations.

1.5 Staffing

Staff personnel, including drivers, should be recruited to the degree possible through existing citizens announcements, local ads, employment agencies, minority aid groups, and affirmative action programs.

1.6 Train Vehicle Operators and Staff

A training program shall be prepared and implemented for the training of staff personnel and operators. The training period should be about two (2) calendar weeks and shall employ classroom instruction including simulation techniques and audiovisual training programs where practicable. The Contractor's personnel must be prepared to undertake operations at the end of the training session.

Training plans and schedules shall comprise a master plan/schedule for all classes, individual class description sheets and all handout materials, including applicable sections of the operating procedures. The training materials shall allow supervisory

personnel to repeat the training program continuously as often as required for new personnel. A program of refresher training courses for incumbent personnel shall also be established on a regular basis.

1.7 Assist in Advertising, Sales and Promotion

The Contractor shall cooperate with the County in planning and implementing a promotion and advertising campaign to provide information to the public and increase ridership. This cooperation and assistance will be provided continuously during the term of the Contract. Promotional materials and advertising matter will be provided by the County. Assistance in posting and distribution of promotional materials will be required of the Contractor and/or his drivers.

1.8 Establish Data Collection Analysis and Reporting Procedures

The Contractor shall design and establish the data collection and reporting techniques required for compliance with Section 15 of the Urban Mass Transportation Act which established the Uniform System of Accounts and Records and Reporting System. Financial procedures will ensure compliance with Level C (required).

SECTION 2 - OPERATION

2.1 System Operation

The Contractor shall operate the system in accordance with the policies established by the governing bodies of the participating agencies, and procedures established by the County of Yolo under the terms of this contract.

The Contractor shall provide the vehicles, equipment, drivers, support personnel, and supervisors to operate the system. Throughout the day, supply in terms of drivers shall be tailored to provide the schedule included in this agreement.

All buses are to be equipped with fare boxes and vaults furnished by the County and installed by the Contractor. Accurate collection of fares will be the responsibility of the Contractor through his drivers. Fares will be removed from vaults by County personnel at times and locations to be mutually agreed upon.

The Contractor/drivers will not be required to furnish change to riders. Passengers will be instructed to have exact change or applicable passes in order to board the bus.

The Contractor shall require and be responsible for providing the uniforms required for all operating personnel. Nothing herein shall be construed to make the County responsible for any workers' compensation benefits to Contractor's employees.

The printing of tickets, passes, transfers, and/or tokens will be a product of the County. Outlets for distribution of tickets and passes will be arranged for by the County and Cities; however, the Contractor will be designated and required to make distributions from his local office or base of operations.

2.2 Replacement and Liaison

The Contractor shall recruit, hire, and train replacement personnel as necessary; conduct monthly safety meetings; perform liaison activities with the County and other transportation agencies as requested by the County; and give occasional presentations to interested persons and visitors.

2.3 Insurance

1. General

The Contractor shall indemnify and save the County, Cities, and its agents, officers, and employees, from and against all loss, cost, liability, damage, expenses, injury, and claims of any kind, to Contractor or any other persons, arising from or in connection with Contractor's performance or failure to perform under this agreement. Contractor shall assume the defense of all actions or proceedings brought or maintained against County/City, its agents, officers and employees arising as set forth herein, for the full term hereof.

2. Public Liability, Bodily Injury, Property Damage

The Contractor shall secure and maintain in force for the term hereof, insurance policies which will protect the Contractor, its agents, County/City, and any of their authorized agents and employees, from claims for bodily injury, death, or property damage which may arise from Contractor's operations under this agreement, whether such operations be by Contractor or by any agent of Contractor or anyone employed by him directly or indirectly. Said policies shall be not for less than the following amounts and shall name the County of Yolo, City of Davis, and the City of Woodland as additional insureds:

A. Public Liability, Bodily Injury, and Property Damage Insurance:

(1) Injury or death of one person	$ 5,000,000
(2) Injury or death of more than one person in a single occurrence	10,000,000
(3) Property Damage	1,000,000

B. Automobile and Truck Public Liability, Bodily Injury, and Property Damage Insurance:

(1) Injury or death of one person	$ 5,000,000
(2) Injury or death of more than one person in a single occurrence	10,000,000
(3) Property damage	1,000,000

3. Workers' Compensation Insurance

Before execution of the Contract, the Contractor shall file the following signed certification:

> *I am aware of, will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.*

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the County before execution of the Contract. The County, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

The Contractor shall also carry such other insurance as may be required by law.

4. Cancellation

The Contractor shall within 15 days of execution and delivery of this contract deliver to the County certificates of such insurance. Each certificate shall certify that the policy or policies contain a clause providing that written notice shall be given to County at least thirty (30) days prior to termination, cancellation, or reduction of coverage.

In the event Contractor fails to maintain the insurance as herein provided, County may take out such insurance and the cost thereof to County shall be deducted from the compensation due Contractor by County at the time the next payment is due.

2.4 Reporting

The Contractor shall collect operating data for periodic analysis.

A monthly report summarizing ridership (by route) and cost shall be submitted to the County. Problems are to be highlighted along with suggested solutions. The monthly report shall also contain a critique and evaluation of the system and the service, along with recommended corrective action when appropriate. All reports shall be submitted to the County in duplicate by the 15th day of the month following the reporting period. The monthly report will be considered an invoice for purposes of payment.

The Contractor shall keep and maintain accurate and complete records in accordance with the uniform system of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243. The records shall be kept in such detail and form so as to meet applicable State and federal requirements, including the Transportation Development Act of 1971.

The Contractor shall prepare and submit to the County for filing all reports required by State and federal authorities, to include as necessary those required by the California Transportation Development Act of 1971 and Section 15 of the Urban Mass Transportation Act.

The County is expected to conduct at least two on-board surveys during the term of this Contract. These surveys will determine matters such as socio-economic characteristics of system users; their trip purposes, frequency of use and automobile driver license availability; how would they make the trip if the bus was not available; their likes and dislikes of the service; and, most important, how the service could be improved. In addition to this type of survey, the County will conduct boarding counts periodically each year. The Contractor shall cooperate in the conduct of these surveys.

2.5 - Vehicle Cleaning

The Contractor shall wash weekly the exterior and clean the interior of the vehicles, and sweep daily and maintain the good appearance of the interiors to provide a public image satisfactory to the County.

2.6 - Maintenance

The Contractor shall perform or contract all heavy duty and preventive maintenance, provide grease, oil, fuel, necessary parts and labor and other facilities required to maintain the vehicles, radio system, and all equipment to the County's satisfaction.

2.7 - Management

The Contractor shall manage the day-to-day operation in accordance with currently-adopted procedures and good management practices.

Management of day-to-day operations of the system shall be vested in a site supervisor who shall be well-experienced in all aspects of transit operations. In addition, a responsible senior employee of Contractor shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary.

The above individuals shall be responsible for monitoring all aspects of the system operation and maintenance. Included are ridership; quality of service; fare collection and accounting in accordance with current established procedures; maintenance and repair work; attitudes, motivations, and performance of all personnel.

The Contractor shall obtain DMV records on all current and prospective drivers. Citations and/or incidents which reflect upon a driver's ability or performance shall be cause for dismissal or refusal to hire. Subsequent DMV checks shall be made at six (6) month intervals. Appropriate disciplinary action shall be taken if a violation is revealed by the check. Pre-employment physicals shall be required of all drivers with emphasis on driver impairment disabilities, including checking for signs of drug abuse. The Contractor shall make these provisions a part of any labor contract or regulations for providing bus drivers.

Methods of improving system operations and service will be sought out, along with deficiency and substandard performance. Results will be reported to the County along with any corrective actions which may have been taken.

SECTION 3 - REQUIRED QUALIFICATIONS AND RESPONSIBILITIES OF CONTRACTOR

The Contractor must meet the following qualifications to be considered responsive to the proposal:

3.1 Experience

The management and staff levels of the firm must consist of people having at least two years experience as an operator in the mass transportation industry. The firm should be able to demonstrate that it has a familiarity as an organization in design, implementation, and operation of bus systems, or equivalent type of daily operated public transportation service, and shall be able to train replacement personnel and maintain performance standards. In the event of sickness or loss of key employees, the Contractor must be able to move in qualified replacements.

3.2 Equal Employment Opportunity

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during their employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Contractor must submit a properly executed and current Employer Information Report (EEO-1) upon request by the County.

3.3 Accounting and Reporting

The Contractor must be capable of and shall design and implement the data collection, accounting, and reporting procedures necessary for Level C (required) compliance with the provisions of Section 15 of the Urban Mass Transportation Act (amended) and State of California (Caltrans) accounting reports. Section 15 established the Uniform System of Accounts and Records and Reporting System (commonly known as "FARE").

A complete and separate set of books, accounts and/or records shall be maintained by the Contractor, which records shall show details of transactions pertaining to the management, maintenance, and operation of only this system under the terms of this Contract. System transactions shall not be co-mingled with the Contractor's other operations, if any.

3.4 Insurance and Bonding

In addition to liability insurance as required in this "Request", prospective contractors will be required to procure and maintain appropriate bonds and/or insurance protecting the County from theft or other losses up to an amount not to exceed $15,000 per occurrence.

3.5 No Conflict of Interest

If the firm operates other transportation services, assurances must be provided that there will be no conflicts of interest and that such other transportation service will not be operated to the detriment of this system.

3.6 Financial Responsibility of Contractor

Contractors must furnish with their proposals a satisfactory

financial statement for the prior fiscal year and a current unaudited statement and other data to assure the County of the firm's financial ability to perform under the contract on an on-going basis.

Upon request of the County, the Contractor shall permit and cooperate fully with authorized representatives of the County, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records of the Contractor relating to performance under the terms of the Contract.

3.7 Safety Program

Contractors must have an on-going safety program which shall be fully documented in the proposal. Failure to include an adequate, comprehensive safety program may result in rejection of the proposal.

3.8 Training and Retraining Program

Contractors must have a training program which will assure the County that all personnel will meet satisfactory standards of knowledge for operating the system. The training program must be documented in the proposal, and should explain how replacement personnel are to be trained due to turnover without degrading the quality of training.

SECTION 4 - SERVICE REQUIREMENTS

Line	Annual VRM *	Annual SH **
40	47,353.5	3,870.9
41	52,659.1	4,122.2
42	267,371.2	12,135.3
43	23,034.15	902.7
44	31,285.9	1,216.4
45	45,798.0	1,298.0
Total	467,501.85	23,545.5

(Requires 11 buses plus 3 standby)

* Vehicle Route Miles

** Scheduled Hours

4.1a East Yolo Service

Lines 40 and 41:

• INDICATES TIMEPOINTS LISTED ON TIMETABLE

FOR ADDITIONAL SERVICE ON WEST CAPITOL AVE. PLEASE REFER TO NO. 42 TIMETABLE.

Line	Agency	Annual Vehicle Route Miles	Annual Scheduled Hours
40	County	47,353.5	3,870.9
41	County	52,659.1	4,122.2
	Line 40	Trip Length:	12.38 mi.
	Line 41	Trip Length:	12.52 mi.
	Line 40	Buses Required:	1
	Line 41	Buses Required:	1

NOTICE #2

NOTICE TO

PROSPECTIVE CONTRACTORS

All potential contractors are hereby notified that storage space for buses can be provided at the following locations:

1. Yolo County Corporation Yard
   292 West Beamer Street
   Woodland, California

   (Storage for up to 7 buses. The furnishing and construction of fueling and maintenance facilities will be permitted at this location)

2. City of Woodland Corporation Yard
   Sutter Street
   Woodland, California

   (Storage only for up to 3 buses)

3. Davis Joint Unified School District
   Davis, California

   (Storage only. Contractor will be required to make his own lease arrangements with the District)

4. Yolo County Broderick Corporation Yard
   Fourth & C Streets
   Broderick, California

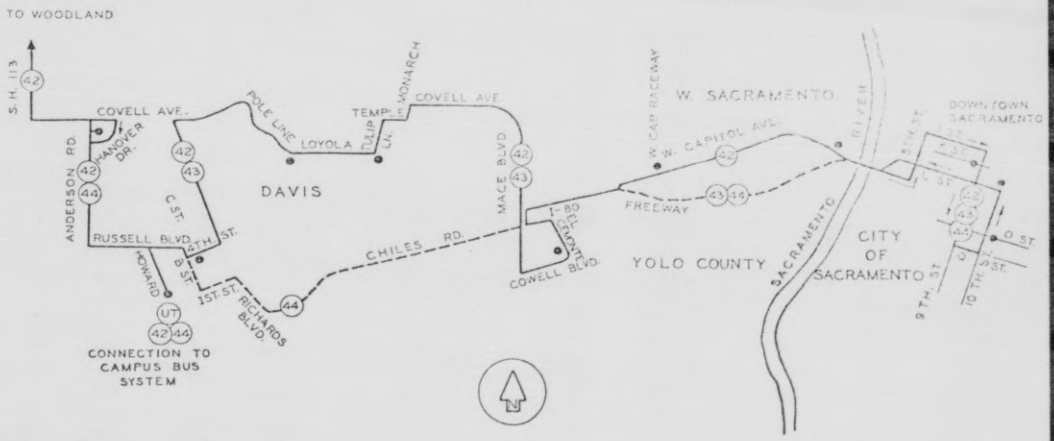
   (Storage only for up to 4 buses)

NOTE: No charge on items 1, 2 and 4 will be made to the Contractor for space at these locations; however, the Contractor will be required to construct and maintain the area occupied to the satisfaction of the agency of jurisdiction.

Storage at these locations is optional, not mandatory.

Lines 42, 43 and 44

(See Page 23 for Line 42)



----- RUSH HOURS ONLY
• INDICATES TIMEPOINTS LISTED ON TIMETABLE

Line	Agency	Annual Vehicle Route Miles	Annual Scheduled Hours
43	Davis	23,034.15	902.7
44	Davis	31,285.9	1,216.4

Line 43:	Trip Length (10/0 to 5/B)	WB	= 17.95 mi.
Line 43:	Trip Length (5/B to 9/K)	EB	= 18.09 mi.
Line 43:	Trip Length (U.T. to 10/0)	EB	= 18.25 mi.
Line 44:	Trip Length (A/H to 10/0)	EB	= 18.43 mi.
Line 44:	Trip Length (A/H to 9/K)	EB	= 17.70 mi.
Line 44:	Trip Length (U.T. to 10/0)	EB	= 16.86 mi.
Line 44:	Trip Length (10/0 to U.T.)	WB	= 15.37 mi.
Line 44:	Trip Length (10/0 to A/H)	WB	= 18.11 mi.

Line 43	Buses Required:	4
Line 44	Buses Required:	6

Lines 42, 43 and 44 - Schedules

DAVIS TO SACRAMENTO

Monday thru Friday

S	R			DAVIS			W.SACTO		DOWNTOWN
C	O	An-	MEMO	DOWN	Pole	El	West		SACRAMENTO
H	U	der-	RIAL	TOWN	line	Cem-	Cap-		10th
E	T	son	UN-	5th	&	onte	itol	9th	&
D	E	&	ION	&	Loy-	&	&	"K"	"O"
		Han-	(UT)	"B"	ola	Cow-	Harbor	Sts	Sts
		over		Sts		ell	Blvd	App.	App.
		Lv	Lv	Ar	Ar	Ar	Ar	Ar	Ar
I	42	600a	605a	608a	617a	623a	636a	651a	655a
6	44	630	636	639	...	648	...	708	712
8	43	...	...	*643	651	...	...	719G	...
5	42	643	650	653	702	711	725	741G	...
4	44	655	702	704	...	713	...	733G	...
2	43	...	...	*706	716	...	...	744	748
3	42&	731	737	740	748	758	811	826	830
6	43	...	740	743	753	...	...	823	827G
1	42	800	805	808	816	823	836	851	855
2	42	905	910	913	920	928	940	954	958
1	42	1010	1015	1018	1025	1033	1045	1059	1103
3	42&	1040	1045	1048	1055	1103	1115	1128G	...
2	42	1110	1115	1118	1125	1133	1145	1159	1203p
1	42	1210p	1215p	1218p	1225p	1233p	1245p	1259p	103
2	42	110	115	118	126	135	147	201	205
1	42	210	215	218	226	235	247	301	305
2	42	310	315	318	326	335	347	401	405
3	42&	340	345	348	355	403	415	428	432
1	42	410	415	418	425	433	445	458	502
8	44	...	505	508	(Non-Stop fm 4 & B to 10 & O)				530
2	42	510	515	518	525	533	545	558	602
5	42	530	535	538	545	552	604	617G	...
1	42	610	615	618	625	632	644	657	701
2	42	710	715	718	725	732	744	757	801
1	42	810	815	818	825	832	844	857	901
2	42	910	915	918	925	932	944	957G	...

Saturday

1	42	650a	655a	658a	710a	716a	727a	743s	...
1	42	810	815	818	825	833	845	858	902
1	42	1010	1015	1018	1025	1033	1045	1058	1102
2	42	1110	1115	1118	1125	1133	1145	1158	1202p
1	42	1210p	1215p	1218p	1225p	1233p	1245p	1258p	102
2	42	110	115	118	125	133	145	158	202
1	42	210	215	218	225	233	245	258	302
2	42	310	315	318	325	333	345	358	402
1	42	410	415	418	425	433	445	458	502
2	42	510	515	518	525	533	545	558	602
1	42	610	615	618	625	632	645	657	701
1	42	810	815	818	825	832	844	857	901

Sundays & Holidays

1	42	810a	815a	818a	825a	833a	845a	858a	902a
1	42	1010	1015	1018	1025	1033	1045	1058	1102
1	42	1210p	1215p	1218p	1225p	1233p	1245	1258p	102p
1	42	210	215	218	225	233	245	258	302
1	42	410	415	418	425	433	445	458	502
1	42	610	615	618	625	633	645	658	702
1	42	810	815	818	825	832	844	857	901

(UT) - Connection to University Transport System - school days only. (Phone 752-BUSS in Davis for schedule information.)
* - Board bus at 4th & B Streets. Buses leave 1 minute before time shown for 5th & B Streets.
& - Bus originates in Woodland (Mon-Fri only). See separate timetable #45-42 Woodland service for complete information.
s - Off-route (Driver: See route instructions).
G - To Garage or other line.

SACRAMENTO TO DAVIS

Monday thru Friday

S	R	DOWNTOWN	W.SACTO			DAVIS		
C	O	SACRAMENTO	West	El	Tem-	DOWN	MEMO	An-
H	U	10th	Cap-	Cem-	ple	TOWN	RIAL	der-
E	T	&	itol	onte	&	5th	UN-	son
D	E	"O"	&	&	Mon-	&	ION	&
		Sts	5th	Cow-	arch	"B"		Han-
			St	ell		Sts	(UT)	over
		Lv	Ar	Ar	Ar	Ar	Lv	Ar
I	42	605a	617a	628a	634a	646a	648a	654a
6	42	700	707	725	731	742	745	751
8	44NS	713	...	...	...	737	740	...
2	42	755	802	819	823	834	837	844
3	42&	833	841	858	902	913	916	922
1	42	900	908	924	928	939	942	948
2	42	1005	1013	1030	1034	1045	1048	1054
1	42	1110	1118	1135	1139	1150	1153	1159
2	42	1213p	1221p	1236p	1242p	1253p	1256p	102p
1	42	113	121	138	142	153	156	202
3	42&	143	151	208	212	223	226	232
2	42	213	221	238	242	253	256	302
1	42	310	317	337	342	355	358	404
2	44	420	422	...	440	...	448	451	457
8	43	422	424	...	...	445	459s	...	...
7	42&	432	434	441	501	505	516	519	525
5	44	450	452	...	510	...	518	521	527
3	42	452	454	501	521	525	536	539	545G
9	43	505	507	...	...	531	542G	...	...
1	44	507	509	...	527	...	535	538	544
8	42	535	537	542	559	603	614	617	622G
2	42	622	624	629	646	650	701	704	709
1	42	722	724	729	746	750	801	804	809
2	42	817	819	824	841	845	856	859	904
1	42	915	916	921	938	942	@953	@956	@1001G

Saturday

1	42	922a	923a	928a	945a	949a	1000a	1003a	1008a
1	42	1122	1123	1128	1145	1149	1200p	1203p	1208p
2	42	1220p	1221p	1226p	1243p	1247p	1258	101	106
1	42	120	121	126	143	147	158	201	206
2	42	222	223	228	245	249	300	303	308
1	42	320	321	326	343	347	358	401	406
2	42	420	421	426	443	447	458	501	506
1	42	522	523	525	545	549	600	603	608
2	42	620	621	626	643	647	658	701	706G
1	42	722	723	728	745	749	800	803	808
1	42	915	916	921	938	942	@953	@956	@1001G

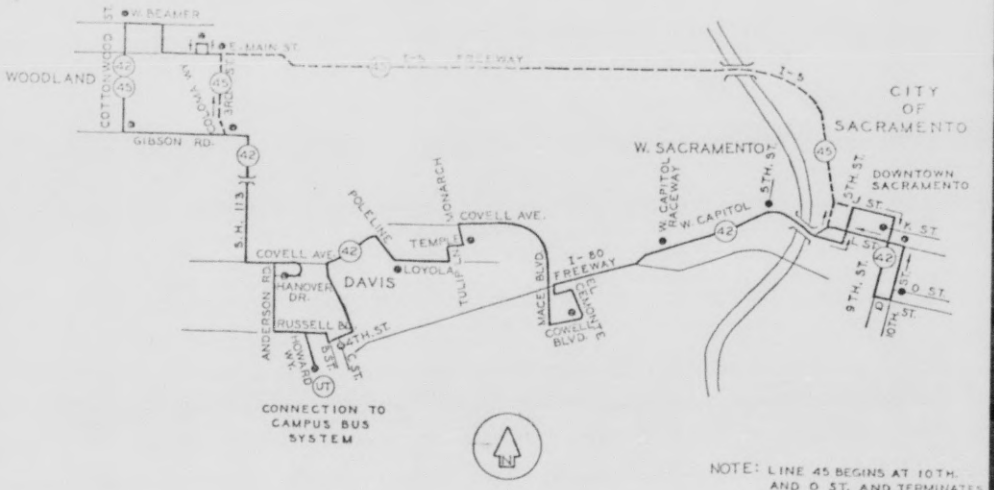
Sundays & Holidays

1	42	922a	923a	928a	945a	949a	1000a	1003a	1008a
1	42	1122	1123	1128	1145	1149	1200p	1203p	1208p
1	42	120p	121p	126p	143p	147p	158	201	206
1	42	320	321	326	343	347	358	401	406
1	42	520	521	526	543	547	558	601	606
1	42	722	723	728	745	749	800	803	808
1	42	915	916	921	938	942	@953	@956	@1001G

(UT) - Connection to University Transport System - school days only. (Phone 752-BUSS in Davis for schedule information.)
& - Bus continues to Woodland (Mon-Fri only). See separate timetable #45-42 Woodland service for complete information.
NS- Operates non-stop from Sacto - 4th & L to Davis - 1st & D.
@ - Customers going to Sacramento must board this trip at any stop between 5th & B and Anderson & Hanover.
s - Off route (Driver: See route instructions).
G - To Garage or other line.

4.3.a Woodland Service

Lines 42 and 45



---- RUSH HOURS ONLY

• INDICATES TIMEPOINTS LISTED ON TIMETABLE

Line	Agency	Annual Vehicle Route Miles	Annual Scheduled Hours
42	Shared	267,371.18	12,135.3
45	Woodland	45,798.0	1,298.0

Line 42:	Trip Length (An. & Hnv'r to 10/0)	EB = 21.41 mi.	[1]
Line 42:	Trip Length (10/0 to An. & Hnv'r)	WB = 20.39 mi.	[1]
Line 42:	Trip Length (City Hall to 10/0)	EB = 33.30 mi.	[2]
Line 42:	Trip Length (City Hall to 9/K)	EB = 32.58 mi.	[2]
Line 42:	Trip Length (10/0 to City Hall)	WB = 32.35 mi.	[2]
Line 45:	Trip Length (City Hall to 9/K)	EB = 24.86 mi.	
Line 45:	Trip Length (10/0 to City Hall)	WB = 20.04 mi.	

Line 42 Buses Required: 7

Line 45 Buses Required: 4

[1] Davis - Sacramento

[2] Woodland - Davis - Sacramento

4.3.b Woodland Service

Lines 42 and 45

WOODLAND TO SACRAMENTO

Monday thru Friday

S R C O H U E T D E	WOODLAND CITY HALL 1st & Court	YOLO GEN. HOSP. West Beam -er& Cot- ton- wood	WOOD LAND MEM. HOSP. Cot- ton- wood &Gib- son	Col- oma & Gib son	3rd St & Main	DAVIS An- der- son & Han- over	MEMO RIAL UN- ION (UT)	DOWN TOWN 5th & "B" Sts	ET Cem- onte & Cow- ell	W.SAC West Cap- itol & Har- bor Blvd	SACRAMENTO DOWNTOWN 9th & "K" Sts	10th & "O" Sts
	Lv	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	App. Ar	App. Ar
5 45	638a	643a	648a	654a	656a	...	...	...	...	...	724G	...
3 42	703	708	713	718	...	731a	737a	740a	758	811a	826a	830a
7 45	705	710	715	720	722	...	...	...	...	...	750G	...
3 42	1015	1020	1024	1029	...	1040	1045	1048	1103	1115	1128G	...
3 42	3:5p	320p	324p	329p	...	340p	345p	348p	403p	415p	428p	432p
4 45	506	511	520	522	...	...	...	...	...	...	550G	...
6 45	545	550	554	559	601	...	...	...	...	...	629G	...

(UT) - Connection to the University Transport System - school days only.
G - To Garage or other line.

SACRAMENTO TO WOODLAND

Monday thru Friday

S R C O H U E T D E	SACRAMENTO DOWNTOWN 10th & "O" Sts	9th & "L" Sts	W.SAC West Cap- itol & 5th St	ET Cem- onte & Cow- ell	DOWN TOWN 5th & "B" Sts	DAVIS MEMO RIAL UN- ION (UT)	An- der- son & Han- over	Col- oma & Gib- son	WOODLAND WOOD LAND MEM. HOSP. Cot- ton- wood &Gib son	YOLO GEN. HOSP. West Beam -er& Cot- ton- wood	CITY HALL 1st & Court
	Lv	Lv	Ar	Ar	Ar	Ar	Ar	Ar	Ar	App. Ar	App. Ar
5 45	600a	601a	...	...	...	...	...	...	...	...	635a
7 45	635	636	...	...	...	...	...	...	...	...	703
3 42	833	835	841a	858a	913a	916a	922a	933a	937a	942a	948
3 42	143p	145p	151p	208p	223p	226p	232p	242p	246p	250p	256p
7 42	432	434	441	501	516	519	525	535	539	543	549G
4 45	436	438	...	...	...	...	...	...	...	...	505
6 45	516	518	...	...	...	...	...	...	...	...	545

(UT) - Connection to University Transport System - school days only.
G - To Garage or other line.

SORRY, NO SATURDAY, SUNDAY OR HOLIDAY SERVICE

SECTION 5 - METHOD OF SELECTION

After an initial review of the proposals, prospective Contractors will be personally interviewed by County and City representatives. This interview committee will then forward to the Board of Supervisors its recommendation for Contractor. The criteria used for the final selection of the Contractor will include, but are not limited to, the following:

1. A comprehensive and responsive proposal.
2. Direct experience and reliability of firm and key staff members, and ability to provide qualified replacement personnel for sickness, injury, etc.
3. Ability of firm to ensure safe, efficient, and economic operation of the system.
4. Cost.
5. Adequate technical and financial resources for performance, or have the ability to obtain such resources as required during performance.
6. The necessary experience, organization, technical qualifications, skills and facilities, or have the ability to obtain them.
7. Ability to comply with the proposed or required performance schedule.
8. Satisfactory record of past performance.
9. Financial stability.
10. Equal opportunity employer with an Affirmative Action Policy.
11. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The County reserves the right to reject any or all proposals in the best interest of the County and the Cities within the County.

SECTION 6 - SERVICE AGREEMENT

AGREEMENT NO. _____

Agreement for Services for a
PUBLIC TRANSPORTATION SYSTEM

THIS AGREEMENT, entered into on the _____ day of _____, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "COUNTY", and _____, hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY is authorized by Section 99288 of the Public Utilities Code of the State of California to enter into a contract with any operator to provide public transportation services; and

WHEREAS, COUNTY is authorized by Section 26002 of the Government Code of the State of California to furnish and operate public transportation services; and

WHEREAS, COUNTY desires to exercise said authority within portions of its boundaries as well as within the westerly portion of the City of Sacramento for transit services between cities and desires to do so by this Agreement with CONTRACTOR, and has determined that it is a matter of general County concern to do so; and

WHEREAS, this Agreement shall satisfy the requirements of P.U.C. Section 99288 and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Board, under authority of P.U.C. Section 99241 and by the Sacramento Area Council of Governments (SACOG), pursuant to P.U.C. Section 99401, making a portion of City and/or County funds available under the Mills-Alquist-Deddeh Act of 1971 as amended; and

WHEREAS, it is necessary and desirable that an Agreement be entered into between COUNTY AND CONTRACTOR for the performance of said services by CONTRACTOR for and on behalf of COUNTY:

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

1. LENGTH AND TERMINATION OF AGREEMENT: The term of this Agreement shall be for a period of five (5) years from the date of this contract, provided, however, that this Agreement may be extended from month to month after termination of this contract, by mutual agreement, and further provided that the COUNTY OF YOLO may terminate this Agreement by giving written notice to the CONTRACTOR at least ninety (90) days in advance of the effective date of such termination. Termination of this Agreement shall only be exercised due to failure to perform, abandon or in any manner substantially refuse to or fail to comply with the terms of this Agreement. Termination of this Agreement in the manner herein provided shall be effective for all purposes except as to obligations accrued prior to the effective date thereof.

2. LEVEL OF PASSENGER TRANSPORTATION SERVICE: In accordance with the terms and conditions of this Agreement, CONTRACTOR agrees to furnish, maintain, repair, and manage passenger bus transportation facilities in accordance with the number of annual vehicle route miles of service as specified in Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full. Said level of service shall continue to be provided by CONTRACTOR until changed and a new Exhibit "A" is substituted.

3. CHANGES IN LEVEL OF SERVICE: All changes to Exhibit "A" shall be reflected in a new Exhibit "A" and shall be effective from the date of approval thereof unless otherwise specified in said new Exhibit. Changes are to be made as set forth below:

A. Emergency Adjustments - CONTRACTOR acts unilaterally. In the event of an emergency which requires an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer, CONTRACTOR may unilaterally make such changes, provided, however, that the changes do not materially affect the level of service provided pursuant to Exhibit "A" then in effect and provided, further, that COUNTY will be notified immediately when such changes occur and shall have the opportunity

to confer with CONTRACTOR regarding said adjustment or modification caused by such emergency and to determine its effect upon the level of service and compensation as set forth in the then current Exhibits to this Agreement.

B. Ten Percent Change in Level of Service - So long as the change does not come within the definition of "substantial" service level change, the level of service may be increased or decreased by an amount not to exceed TEN PERCENT (10%) upon mutual agreement of CONTRACTOR and COUNTY as represented by the Transit Coordinator. Any change in the level of service in excess of ten percent of the cost of a route shall require the approval of the appropriate legislative bodies, except as otherwise provided herein.

C. Substantial Service Level Changes - Substantial service level changes shall be deemed any change in the level of service rendered under this Agreement which requires a ten percent or more change in cost of a particular route.

(1) Substantial Increase in Service; Notice, Mutual Agreement. An increase in the level of service which comes within the definition of "substantial change in service" may be made by mutual agreement upon condition that service of notice by COUNTY on CONTRACTOR is given as specified in Paragraph "4", ninety (90) days in advance of the effective date of change. Said notice may be waived by CONTRACTOR.

(2) Substantial Decrease in Service; Notice, County Acts Unilaterally. A unilateral decrease in level of service which comes within the definition of "substantial change in service" may be made by COUNTY by service of notice on CONTRACTOR as specified in Paragraph "4", ninety (90) days in advance of the effective date of change. Said notice may be waived by CONTRACTOR.

D. Basis of Cost Determination - New costs of service shall be determined based on the unit contract prices per bus, vehicle route miles, and scheduled hours which are in effect at the time of the change.

4. NOTICES: All notices, including Notice of Termination, shall be given by certified mail to the following addresses:

CONTRACTOR

COUNTY

COUNTY OF YOLO
Board of Supervisors
P.O. Box 1098
Woodland, California 95695

5. CONSIDERATION: In accordance with the terms and conditions of this Agreement, COUNTY agrees to pay CONTRACTOR on a monthly basis that sum of money specified in Exhibit "A" for the level of service specified. For purposes of payment, the number of buses, route miles, and scheduled hours shown in the proposal shall be deemed to be final. Consideration shall change as level of service and rates are changed pursuant to the terms of this contract.

Payments shall be payable on the fifteenth day of each succeeding month, commencing from the date of starting service.

The price paid for service for the second and subsequent years of this contract shall be subject to negotiation and adjusted to reflect changes in the cost of operating and maintaining the system. This first adjustment shall be July 1, 1983, and shall be adjusted each succeeding July 1st thereafter during the term of the contract.

Increased costs shall be subject to audit as may be required by the COUNTY. Auditing firms to perform required examinations shall be selected by COUNTY and will be paid for by COUNTY. The CONTRACTOR shall make available all records pertaining to the transit system, and shall cooperate fully with COUNTY and any auditor selected to examine and report upon the operations cost of the system. Audit examinations will be conducted in the month of May prior to the planned annual adjustment.

The cost of fuel to operate the buses will be adjusted quarterly based on the relative increase (or decrease) per gallon over (or under) the last quarterly adjustment. This adjustment will be added (or deducted) to the cost paid per

vehicle route mile as follows: $A = B \pm \frac{X - Y}{4.5}$

Where: A = New adjusted cost per mile to be paid to CONTRACTOR;

B = Last adjusted cost per mile paid to CONTRACTOR;

X = New price per gallon of fuel as determined by averaging the price quoted by four (4) distributors in Yolo County; and

Y = Last price per gallon used in the quarterly adjustment formula.

(4.5 is assumed as the average fuel consumed per mile)

It is expressly understood that each monthly payment herein provided for is for and in consideration of the furnishing by CONTRACTOR for the services herein provided for during the preceding month and that the work shall include the furnishing, maintenance, and operation of public transit services.

6. FARES: Fares collected by the CONTRACTOR shall become the property of the COUNTY. Vaults containing collected fares shall be removed from the vehicle by the CONTRACTOR and kept at a secure location. Moneys within the vault, tickets, tokens, etc., shall be removed by County personnel at a time and location mutually agreed upon by the CONTRACTOR and the COUNTY.

A. Fare Schedules: The COUNTY reserves the right to set fare rates for passengers. Such rates may be revised from time to time by the COUNTY, and set at such levels as may be determined to be in the best interest of the County and Cities.

Note: It is proposed to set fares such that a goal of forty percent (40%) return at the farebox may be obtained. Fares shall be established after proposals are submitted.

Base Fare:

Single Ride ..... $
Daily Pass ..... $
Monthly Pass ..... $

Special Discount Fares: (Applies only from 8:30 A.M. to 4:00 P.M. and after 7:00 P.M.)

Single Ride ..... $ (Handicap, 62 and over, under 18)
Daily Pass ..... $ (Handicap, 62 and over, under 18)
Monthly Pass ..... $ (Handicap, 62 and over, under 18)

Express Buses Fares:

Single Ride ..... $
Monthly Pass ..... $

7. TERM: The term of this Agreement shall be from the first day of January, 1982, and continue in existence from year to year for a period of five (5) years, unless notice is given as specified in Paragraph "4", ninety (90) days in advance of such termination.

8. LIABILITY:

A. Indemnification: Neither COUNTY nor any officer or employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CONTRACTOR under or in connection with the provision of said services. It is also understood and agreed that the CONTRACTOR shall fully indemnify and hold the COUNTY harmless from any damage or liability occurring by reason of anything to be done by the CONTRACTOR under or in connection with the operation of said passenger transportation facilities.

B. Force Majeure: CONTRACTOR shall not be charged, nor shall COUNTY demand from CONTRACTOR damages because of failure in providing the services indicated in the Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of federal and/or state governments, acts of COUNTY, or anyone employed by it, acts of public enemy, fires, floods, snow storms, epidemic, road closures; but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, he shall make a reasonable attempt to so notify the public including notification to local radio stations and, if appropriate, local newspapers.

9. EQUIPMENT:

A. CONTRACTOR agrees to provide passenger buses with a minimum seating capacity of forty-three (43) persons and further agrees that all equipment used in carrying out this Agreement shall be in conformity with all applicable State and Federal statutes, rules, and regulations pertaining to passenger bus service. At least 40% of the bus fleet shall have a seating capacity of 49 or more.

B. The buses provided for serve on Lines 40, 41, and 42 shall be the "transit" type with rear exit. Lines 43, 44, and 45 may be "transit", "intercity" or "suburban" types, provided capacities are as specified.

Note: Tabulations of ridership surveys are attached for information regarding current loadings.

C. CONTRACTOR, at its sole cost and expense, shall provide all fuel, lubricants, repairs, parts, supplies, and service facilities required for the operation of buses.

D. All components of the bus body, appurtenances, and frame shall be sound and undamaged.

E. All mechanical, electrical, and hydraulic systems, whether attached to or part of the bus, shall be maintained in proper working condition at all times.

F. The interior passenger compartment shall be free of exhaust fumes from the engine and engine compartment of the bus.

G. Heating and air conditioning shall be available and used to ensure the passenger compartment is comfortably maintained under all climatic conditions on all service runs.

H. Seats with reclining backs shall be in proper operating condition.

I. All equipment shall be reasonably clean throughout, both inside and out, prior to each service run. Bus exteriors shall be washed once per week, or as necessary. Bus interiors shall be swept daily, or as necessary. Windows shall be washed and floors mopped or vacuumed as necessary.

J. All buses shall be equipped with combination number and destination rotating signs mounted on the top front of the vehicle. All signs shall be equal to, or better than, those currently in use by the Sacramento Regional Transit District. Legends and numbers shall be clearly visible and legible day or night.

K. Color schemes and pattern designs of the buses may be selected by CONTRACTOR, provided the system is uniform and in good taste. All buses must be readily identifiable as a part of the transit system. Patterns, designs, and colors shall be identical insofar as possible, depending on the design configuration of the buses. The CONTRACTOR's name or identifying logo shall be readily visible. The CONTRACTOR's toll-free telephone number at his base of operations shall be readily apparent and legible on both the

exterior and interior of the bus, where the public may obtain scheduling and route information as well as register any complaints they have have pertaining to the system or its operation.

COUNTY may provide additional identifying sign plates or logos. The CONTRACTOR shall install COUNTY-furnished sign plates on his buses at no additional cost to COUNTY.

No advertising other than transit related matter will be permitted.

1. All equipment shall meet the following performance standard fully loaded. Fully loaded means a full complement of passengers, fuel, oil, and water.

(1) Fully loaded speed of fifty-five (55) miles per hour on a level road.

10. MAINTENANCE AND INSPECTIONS: Records of all maintenance and inspections shall be kept and made available to COUNTY or California Highway Patrol personnel, when requested. The COUNTY maintains the right to inspect, examine and test, at any reasonable time, any equipment used in performance of the work in order to assure compliance with these specifications. COUNTY shall inspect vehicles for compliance of safety standards on a quarterly basis. CONTRACTOR shall transport the vehicles, at CONTRACTOR's expense to the COUNTY's designated inspection facilities. In the event CONTRACTOR is instructed by the COUNTY or any other regulatory agency to remove any equipment from service due to mechanical reasons, the CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit it for reinspection and testing before it may be further utilized in service.

11. TELEPHONE SERVICE: At no expense to COUNTY, CONTRACTOR shall provide toll-free telephone route and time information to members of the general public of COUNTY concerning subject transportation service.

12. HOLIDAYS: CONTRACTOR agrees to furnish services in accordance with schedules established under the terms of this Agreement. Non-operating days shall coincide with holidays designated as follows.

Unless otherwise agreed upon in advance, the following days shall be considered holidays for purposes of this Agreement:

1. New Years Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Day

13. SIGNING: COUNTY agrees to furnish and install the following: Street-side bus stop signs, directional arrows and routing paraphernalia for each passenger loading and unloading station established along the routes. COUNTY further agrees to replace lost, stolen, or damaged signs and to bear all costs of installation at appropriate streetside locations and relocations, including all labor expenses and base installations.

14. NOT CONTRACT OF EMPLOYMENT. It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between COUNTY and CONTRACTOR, or between COUNTY and any assistant and/or employees of CONTRACTOR. CONTRACTOR shall at all times be deemed to be an independent contractor. CONTRACTOR is not authorized to bind the COUNTY to any contracts or other obligations. COUNTY shall not be liable for any acts of the CONTRACTOR or his assistants or employees for the furnishing, managing, maintaining, and operation of the system. CONTRACTOR's right to operate the system shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations, and conditions herein contained on his part are strictly and promptly complied with.

15. ADMINISTRATION OF CONTRACT: All operations of the CONTRACTOR under the provisions of this Agreement shall be administered by the Department of Public Works of the County of Yolo, pursuant to the terms of that certain Joint Powers Agreement No. _____ and dated the _____ day of _____, 1981.

It is expressly understood that should the CONTRACTOR fail to comply with the conditions and terms herein, COUNTY may withhold funds due or to become due until the CONTRACTOR so complies. If it is necessary for the COUNTY to perform services required of the CONTRACTOR under the terms of this contract, the cost of said services shall be deducted from amounts due or to become due to the CONTRACTOR.

16. PAYMENT FOR LABOR AND MATERIALS: The CONTRACTOR shall perform this contract according to the terms, conditions and stipulations herein, and shall pay as they become due, all just claims for all work and all labor performed on or about said work, and all skill or labor and materials and equipment purchased for or furnished in the execution of the contract; and, further, shall comply with all the provisons of State law with all the requirements of the ordinances of the County of Yolo and the amendments thereto. Any person furnishing supplies, equipment, or materials or performing any work or labor on this contract that is not paid when due, may file with the County of Yolo a verified claim for such amount as is claimed to be due from the CONTRACTOR. COUNTY may withhold the amount of any such claims from payments due CONTRACTOR under this contract until such time as said claims are satisfied as prescribed by law.

If, at any time during the progress of the work, it shall appear to COUNTY that time checks or other evidence of indebtedness have been issued by CONTRACTOR, then COUNTY, upon presentation of such time checks or other evidence of indebtedness, may issue claimants a warrant therefore. COUNTY shall deduct the amount of all warrants so issued, together with a penalty of ten percent (10%) thereon, from the next succeeding payment to be made to CONTRACTOR.

17. PERFORMANCE BOND: Before the contract between the successful bidder and COUNTY shall be valid or binding against COUNTY, the CONTRACTOR shall enter into a joint and several bond with COUNTY, for the use of COUNTY, and also for the use of anyone who may perform or cause to be performed any work or labor, or

furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract, which bond shall be signed by CONTRACTOR and two or more good and sufficient sureties or with a surety company as surety, and shall be in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00), which bond shall at all times be kept in full force and effect.

The condition of which bond shall be that CONTRACTOR shall fully and faithfully perform all conditions of the contract; shall pay anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract; and such bond shall provide that the full amount thereof shall be forfeited upon the CONTRACTOR's failure to comply therewith.

18. ARBITRATION: In the event of controversy or disagreement between the parties herein regarding the terms or conditions, or any of them set forth in this Agreement, it is agreed that the controversy or disagreement shall be arbitrated pursuant to the commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be non-binding and either party shall be free within thirty (30) days after the issuance of an arbitrator's decision to seek such other and further legal relief or remedy as may then be available.

19. PRECEDENCE OF CONTRACT DOCUMENTS: Services provided under the terms of this Agreement shall conform to the requirements of the "Request for Proposals" dated _____, 1981, and that certain "Proposal for the Provision of Public Transportation Services to Yolo County submitted by _____ _____ and dated _____, 1981.

In the event of there being a conflict between this Agreement, the Proposal, and the Request for Proposals, the order of preference shall be as follows:

FIRST: Any supplemental agreements.
SECOND: This agreement.
THIRD: The Proposal.
FOURTH: The Request for Proposals.

20. CONTINUITY: This Agreement is binding upon each of the parties, their heirs, executors, assigns, and successors.

21. ASSIGNMENT: The performance of this contract may not be assigned, except upon written consent of the COUNTY. Consent will not be given to any proposed assignment which would relieve the original CONTRACTOR or his Surety of their responsibility under the terms of the contract, nor will COUNTY consent to any assignment of a part of the work under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a Political Subdivision of the State of California

_____

Chairman of the Board of Supervisors

CONTRACTOR

_____

ATTEST:

PETER McNAMEE, County Clerk

By _____
Deputy

EXHIBIT "A"

Pursuant to Paragraphs "2" and "5" of the Agreement for Public Transportation Services entered into on the _____ day of _____, 1981, the following table hereby sets forth the level of service and associated costs agreed to by the CONTRACTOR and the COUNTY OF YOLO effective for the Service Period indicated thereon:

SERVICE PERIOD: 1-1-82 to 6-30-83

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1	Buses	14 each	$_____/yr.	$
2a	Line 40	47,353.5 mi.	$_____/mi.	$
2b	Line 40	3,870.9 hr.	$_____/hr.	$
3a	Line 41	52,659.1 mi.	$_____/mi.	$
3b	Line 41	4,122.2 hr.	$_____/hr.	$
4a	Line 42	267,371.2 mi.	$_____/mi.	$
4b	Line 42	12,135.3 hr.	$_____/hr.	$
5a	Line 43	23,034.15 mi.	$_____/mi.	$
5b	Line 43	902.7 hr.	$_____/hr.	$
6a	Line 44	31,285.9 mi.	$_____/mi.	$
6b	Line 44	1,216.4 hr.	$_____/hr.	$
7a	Line 45	45,798.0 mi.	$_____/mi.	$
7b	Line 45	1,298.0 hr.	$_____/hr.	$_____
			Total Cost	$_____

Monthly Payment = $\frac{\$_____}{12}$ = $_____/month

Modifications to this service level shall be accomplished in the manner set forth in the cited Agreement.

There shall be an adjustment of rates as of the first day of July of each year as set forth in Paragraph "5" of this Agreement to which this Exhibit is attached.

_____ DIRECTOR OF PUBLIC WORKS

Date: _____

_____ CONTRACTOR

Date: _____

EXHIBIT "A"

Pursuant to Paragraphs "2" and "5" of the Agreement for Public Transportation Services entered into on the _____day of _____,1981, the following table hereby sets forth the level of service and associated costs agreed to by the CONTRACTOR and the COUNTY OF YOLO effective for the Service Period indicated thereon:

SERVICE PERIOD: 1-1-82 to 6-30-83

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	Class A Buses	4 each	$_____/Yr	$
1b	Class B Buses	2 each	$_____/Yr	$
1c	Class C Buses	8 each	$_____/Yr.	$
2a	Line 40	47,353.5 mi	$_____/Mi	$
2b	Line 40	3,870.9 hr	$_____/Hr.	$
3a	Line 41	52,659.1 mi	$_____/Mi.	$
3b	Line 41	4,122.2 hr	$_____/Hr.	$
4a	Line 42	267,371.2 mi	$_____/Mi.	$
4b	Line 42	12,135.3 hr	$_____/Hr.	$
5a	Line 43	23,034.15 mi	$_____/Mi.	$
5b	Line 43	902.7 hr	$_____/Hr.	$
6a	Line 44	31,285.9 mi	$_____/Mi.	$
6b	Line 44	1,216.4 hr.	$_____/Hr.	$
7a	Line 45	45,798.0 mi.	$_____/Mi.	$
7b	Line 45	1,298.0 hr.	$_____/Hr.	$_____
			Total	$_____

Monthly Payment = $$\frac{\$_____}{12}$$ = $_____/month

Modifications to this service level shall be accomplished in the manner set forth in the cited Agreement.

There shall be an adjustment of rates as of the first day of July of each year as set forth in Paragraph "5" of this Agreement to which this Exhibit is attached.

_____ _____

DIRECTOR OF PUBLIC WORKS CONTRACTOR

Date:_____ Date:_____

Rev. 8/26/81

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,

as Principal, and _____,

a Corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of ONE HUNDRED THOUSAND and 00/100 DOLLARS ($100,000.00), in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that,

WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done being more particularly described in the documents entitled:

REQUEST FOR PROPOSALS
FOR THE
IMPLEMENTATION, OPERATION AND MAINTENANCE
OF A
PUBLIC TRANSPORTATION SYSTEM
FOR THE
COUNTY OF YOLO, CITY OF WOODLAND AND CITY OF DAVIS

Dated: _____

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and for further particulars, and

which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract and no forebearances on the part of said Entity shall operate to relive any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 1981.

WITNESS:

_____

_____

By: _____

_____

"Principal"

Approved as to form:

_____

Attorney for Entity

_____

"Surety"

By: _____

Attorney-in-Fact

STATE OF CALIFORNIA
County of _____

On the _____ day of _____ in the year One Thousand Nine Hundred and Eighty-one, before me _____, a Notary Public in and for the County of _____, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____, and acknowledged to me that he subscribed the name of the _____ thereto, as principal and his own name as Attorney-in-Fact.

_____

Notary Public in and for the

_____

County of

(S E A L)

_____

State of California

My Commission Expires

REQUIRED PROPOSAL CONTENTS

Proposals should adhere to the following format to facilitate evaluation:

1. Statement of Experience and Qualifications. (Include list of current and past clients)

2. Cost Proposal Form.

3. Organization Chart.

4. List of Contractor Personnel with Resumes.

5. List of Key Personnel directly assigned the responsibility for this Contract.

6. Assurances and Compliances:

   a. Section 15 Accounting and Reporting Capability.

   b. Bid Bond.

   c. Financial Responsibility and Financial Statement.

   d. Safety Program and Training Program.

COUNTY OF YOLO
STATE OF CALIFORNIA

PROPOSAL

FOR THE

IMPLEMENTATION, OPERATION AND MAINTENANCE

OF A

PUBLIC TRANSPORTATION SYSTEM

FOR THE

COUNTY OF YOLO, CITY OF WOODLAND AND CITY OF DAVIS

Board of Supervisors
County of Yolo
County Courthouse
Woodland, CA 95695

The undersigned, as bidder, declares that he has carefully examined the location of the proposed system, the other contract documents, and the requirements therein referred to; and he proposes and agrees that, if this proposal be accepted, he will contract with the County of Yolo, State of California, to provide all necessary machinery, tools, apparatus, labor, and equipment, and to do all the work specified in the contract, in the manner and time therein set forth, required to implement, operate, and maintain the system.

The Contractor proposes and agrees to contract with said County of Yolo to furnish and perform all the above-described work including subsidiary obligations as defined in said contract documents and specifications, for the following prices, to wit:

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	Class A Buses	4 each	$_____/yr	$
1b	Class B Buses	2 each	$_____/yr	$
1c	Class C Buses	8 each	$_____/yr	$
2a	Line 40	47,353.5 mi	$_____/mi	$
2b	Line 40	3,870.9 hr.	$_____/hr	$
3a	Line 41	52,659.1 mi.	$_____/mi	$
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4a	Line 42	267,371.2 mi.	$_____/mi	$
4b	Line 42	12,135.3 hr.	$_____/hr.	$
5a	Line 43	23,034.15 mi.	$_____/mi	$
5b	Line 43	902.7 hr	$_____/hr	$
6a	Line 44	31,285.9 mi.	$_____/mi	$
6b	Line 44	1,216.4 hr.	$_____/hr.	$
7a	Line 45	45,798.0 mi.	$_____/mi.	$
7b	Line 45	1,298.0 hr.	$_____/hr.	$_____
			TOTAL COST	$_____

The quantities hereinabove set forth are for the purposes of comparing bids and determining costs and are deemed to be final quantities subject to subsequent mutually agreeable changes pursuant to the terms of the Contract.

It is understood and agreed that the undersigned shall complete the work within the time provided for in the Contract documents. If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within the time provided by law.

The undersigned has examined the location of the proposed systems and is familiar with the Contract documents and the local conditions at the place where the systems are to operate.

The undersigned has checked carefully all the above figures and understands that the County and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Enclosed find Bidder's Bond, certified check, or cashier's check No. _____

of the _____ (Company)(Bank)

for $_____.

Dated this _____ day of _____, 1981.

Signature of Bidder _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals, co-partners composing the firm. If a Corporation, state legal name of Corporation, also names of President, Secretary, Treasurer, Manager, thereof.)

_____ _____

_____ _____

Address _____

Telephone Number ( ) _____

PROPOSAL

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the COUNTY OF YOLO, hereinafter called the COUNTY, in the sum of TEN THOUSAND DOLLARS ($10,000.00), for the payment of which sum in lawful money of the United States of America to the County we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the County;

NOW, THEREFORE, if the Principal is awarded a contract by the County and, within the time and in the manner by the Specifications, enters into a written contract with the County and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the County and Judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated _____, 1981.

(S E A L)

_____
Principal

(SEAL AND NOTARIAL)
(ACKNOWLEDGEMENT)
(OF SURETY)

By _____

By _____

_____
Surety

By _____

SECTION 8 - SUPPLEMENTAL INFORMATION

8.1 Survey Data:

The attached survey data was collected during the month of March, 1981. It includes ridership for Tuesday and Thursday, as well as Saturday and Sunday.

This is included as information only, so that prospective contractors will have information pertaining to peak demands.

Contractors are advised these counts can vary, and that the accuracy of this survey information can only be warranted on the days the data was collected.

SURVEY RESULTS

TUESDAY - MARCH 17

LINE	TOTAL RIDERSHIP
40	526
41	553
42	1400
43	276
44	288
45	211
TOTAL	3254

THURSDAY - MARCH 19

LINE	TOTAL RIDERSHIP
40	441
41	519
42	1238
43	255
44	293
45	185
TOTAL	2931

DIFFERENCE BETWEEN TUESDAY AND THURSDAY IS 10%

SATURDAY - MARCH 14

LINE	TOTAL RIDERSHIP
41	420
42	624
44	5
TOTAL	1049

SUNDAY - MARCH 15

LINE	TOTAL RIDERSHIP
41	139
42	315
44	5
TOTAL	459

SACRAMENTO - EAST YOLO - SACRAMENTO

Monday thru Friday

SCHED	ROUTE	DOWNTOWN SACTO 14th & "K" Sts Lv	BRODERICK 5th & West Capitol Ar	CLOCKWISE W.SACTO Jefferson & 15th St Ar	W.SACTO Harbor & West Capitol Lv	BRYTE Hobson & Bryte Ar	BRODERICK 5th & "C" Ar	COUNTER-CLOCK BRYTE Hobson & Bryte Ar	W.SACTO Harbor & West Capitol Lv	Park & West Acre Ar	BRODERICK 5th & West Capitol Ar	DOWNTOWN SACTO 14th & "K" Sts Ar
12	T 40	550a	557a	...	...	...	559a	605a	613a	618a	627a	635a
41	2 41	628	635	640a	651a	657a	705	...	...	...	707	715
33	1 40	642	649	...	...	...	651	657	705	710	719	728
66	2 41	725	733	738	749	754	804	...	...	...	806	814
60	1 40	755	803	...	...	...	805	811	819	824	835	844
51	2 41	825	833	838	849	854	904	...	...	...	906	914
50	1 40	855	903	...	...	...	905	911	919	924	935	944
46	2 41	925	933	938	949	954	1004	...	...	...	1006	1014
44	1 40	955	1003	...	...	...	1005	1011	1019	1024	1035	1044
41	2 41	1025	1033	1038	1049	1054	1104	...	...	...	1106	1114
29	1 40	1055	1103	...	...	...	1105	1111	1119	1124	1135	1144
43	2 41	1125	1133	1138	1149	1154	1204p	...	...	...	1206p	1214p
47	1 40	1155	1203p	...	...	...	1205	1211p	1219p	1224p	1235	1244
33	2 41	1225p	1233	1238p	1249p	1254p	104	...	...	...	106	114
44	1 40	1255	103	...	...	...	105	111	119	124	135	144
80	2 41	135	143	148	159	204	214	...	...	...	216	224
30	1 40	205	213	...	...	...	215	221	229	234	245	254
47	2 41	235	243	248	259	304	315	...	...	...	317	326
48	1 40	305	313	...	...	...	315	322	331	336	348	357
48	2 41	335	343	348	359	404	415	...	...	...	417	426
52	1 40	405	413	...	...	...	415	422	431	436	448	457
41	2 41	435	444	449	500	505	516	...	...	...	518	527
34	1 40	505	513	...	...	...	515	523	533	538	549	558
22	2 41	535	543	548	559	604	614	...	...	...	616	624G
30	1 40	615	623	...	...	...	625	631	639	644	655	703
12	1 40	715	723	...	...	...	725	731	739	744	755	802
9	1 40	815	823	...	...	...	825	831	839	844	854	901G

Saturdays

18	1 41	725a	732a	737a	747a	752a	800a	...	...	...	802a	810a
35	1 41	825	833	838	848	853	901	...	...	...	903	912
43	1 41	925	933	938	948	953	1001	...	...	...	1003	1012
60	1 41	1025	1033	1038	1048	1053	1101	...	...	...	1103	1112
34	1 41	1125	1133	1138	1148	1153	1201p	...	...	...	1203p	1212p
44	1 41	1225p	1233p	1238p	1248p	1253p	101	...	...	...	103	112
52	1 41	135	143	148	158	203	211	...	...	...	213	222
38	1 41	235	243	248	258	303	311	...	...	...	313	322
40	1 41	335	343	348	358	403	411	...	...	...	413	422
23	1 41	435	443	448	458	503	511	...	...	...	513	522
19	1 41	525	533	538	548	553	601	...	...	...	603	612
17	1 41	615	623	628	638	643	651	...	...	...	653	701G

Sundays & Holidays

21	1 41	925a	933a	938a	948a	953a	1001a	...	...	...	1003a	1012a
15	1 41	1025	1033	1038	1048	1053	1101	...	...	...	1103	1112
15	1 41	1125	1133	1138	1148	1153	1201p	...	...	...	1203p	1212p
12	1 41	1225p	1233p	1238p	1248p	1253p	101	...	...	...	103	112
24	1 41	135	143	148	158	203	211	...	...	...	213	222
14	1 41	235	243	248	258	303	311	...	...	...	313	322
9	1 41	335	343	348	358	403	411	...	...	...	413	422
21	1 41	435	443	448	458	503	511	...	...	...	513	522
8	1 41	525	533	538	548	553	601	...	...	...	603	612G

G - To garage or other Time

SACRAMENTO - EAST YOLO - SACRAMENTO

MONDAY thru FRIDAY:

TOTAL RIDERSHIP	SCHEDULE	ROUTE	STARTING POINT DWTN. SACTO 14th & K Sts.	DOWNTOWN SACRAMENTO Tel. On	DOWNTOWN SACRAMENTO Tel. Off	CORDON COUNT CAPITAL MALL BRIDGE	EAST YOLO Tel. On	EAST YOLO Tel. Off	CORDON COUNT CAPITAL MALL BRIDGE	DOWNTOWN SACRAMENTO Tel. On	DOWNTOWN SACRAMENTO Tel. Off	ENDING POINT DWTN. SACTO 14th & K Sts.
12	1	40	5:50 am	0	0	0	12	0	12	0	12	6:35 am
41	2	41	6:28	6	0	6	33	9	30	1	31	7:15
33	1	40	6:42	1	0	1	28	7	22	4	26	7:28
66	2	41	7:25	10	0	10	53	20	43	1	43	8:14
60	1	40	7:55	10	1	9	50	10	49	0	49	8:44
51	2	41	8:25	5	0	5	46	15	39	0	39	9:14
50	1	40	8:55	9	2	7	35	22	20	0	20	9:44
46	2	41	9:25	4	0	4	41	12	33	1	34	10:14
44	1	40	9:55	8	0	8	35	12	31	1	29	10:44
41	2	41	10:25	12	2	10	29	11	28	0	28	11:14
29	1	40	10:55	12	1	13	14	20	7	1	8	11:44
43	2	41	11:25	18	1	17	25	25	17	0	16	12:14 pm
47	1	40	11:55	25	2	23	22	31	14	0	14	12:44
33	2	41	12:25 pm	11	0	11	22	20	13	0	13	1:14
44	1	40	12:55	33	1	32	11	35	8	0	8	1:44
80	2	41	1:35	63	0	63	17	71	9	0	9	2:24
30	1	40	2:05	24	1	23	6	25	4	0	4	2:54
47	2	41	2:35	33	0	33	14	43	4	0	4	3:26
48	1	40	3:05	40	0	40	8	43	5	0	5	3:57
48	2	41	3:35	35	0	35	13	44	4	0	4	4:26
52	1	40	4:05	39	1	38	13	41	10	0	10	4:57
41	2	41	4:35	35	0	35	6	38	3	0	3	5:27
34	1	40	5:05	28	2	26	6	29	3	0	3	5:58
22	2	41	5:35	15	0	15	7	19	3	0	3	6:24
30	1	40	6:15	26	0	26	4	26	4	0	4	7:03
12	1	40	7:15	4	0	4	7	9	2	1	3	8:02
9	1	40	8:15	6	0	6	3	9	0	0	0	9:01
SATURDAYS:												
18	1	41	7:25 am	2	0	2	16	2	16	0	16	8:10 am
35	1	41	8:25	5	0	5	30	6	29	0	29	9:12
43	1	41	9:25	12	0	12	31	12	31	0	31	10:12
60	1	41	10:25	16	0	16	44	15	45	0	43	11:12
34	1	41	11:25	12	1	11	22	19	14	0	14	12:12 pm
44	1	41	12:25 pm	14	0	14	29	19	24	0	24	1:12
52	1	41	1:35	28	0	28	24	35	17	0	17	2:22
38	1	41	2:35	22	0	22	16	30	8	0	8	3:22
40	1	41	3:35	20	0	20	20	25	15	0	15	4:22
23	1	41	4:35	17	0	17	6	18	5	0	2	5:22
19	1	41	5:25	12	0	15	4	19	0	0	0	6:12
17	1	41	6:15	17	0	17	0	16	1	0	1	7:01
SUNDAYS and HOLIDAYS:												
21	1	41	9:25 am	1	0	1	19	1	19	0	19	10:12 am
15	1	41	10:25	5	0	5	10	5	10	0	9	11:12
15	1	41	11:25	6	1	5	11	5	11	0	11	12:12 pm
12	1	41	12:25 pm	6	0	6	7	6	7	0	7	1:12
24	1	41	1:35	15	0	15	9	16	8	0	8	2:22
14	1	41	2:35	11	2	9	3	9	3	0	3	3:22
9	1	41	3:35	4	1	3	5	5	3	0	2	4:22
21	1	41	4:35	15	0	15	6	15	5	0	5	5:22
8	1	41	5:25	4	0	4	4	5	3	0	3	6:12

SACRAMENTO TO DAVIS

	SR CO HU ET DE	SACRAMENTO CITY COL-LEGE	SACRAMENTO DOWNTOWN 10th & "O" Sts	SACRAMENTO DOWNTOWN 9th & "L" Sts	W.SAC West Capitol & 5th St	DAVIS El Cemonte & Cowell	DAVIS Temple & Monarch	DAVIS DOWNTOWN 4th & "B" Sts	DAVIS MEMORIAL UNION (UT)	DAVIS Anderson & Hanover
		Lv	Lv	Lv	Ar	Ar	Ar	Ar	Ar	Ar
3	3 44A	(Sac	Amtrk	605a	9 & L	610a,	Davis	Amtrk	630a)	634a	640a
9	4 42	...	605a	607a	612a	628a	634a	646a	648	654
42	1 42	...	700	702	707	725	731	742	745	751
35	6 44NS	...	713	715	...	...	...	737	740	...
1 --39	2 42	743	755	757	802	819	823	834	837	844
2 --28	3 42S	820	833	835	841	858	902	913	916	922
18	1 42	...	900	902	908	924	928	939	942	948
23	2 42	...	1005	1007	1013	1030	1034	1045	1048	1054
23	1 42	...	1110	1112	1118	1135	1139	1150	1153	1159
62	2 42	...	1213p	1215p	1221p	1238p	1242p	1253p	1256p	102
40	1 42	...	113	115	121	138	142	153	156	202
12 --48	3 42S	130	143	145	151	208	212	223	226	232
31	2 42	...	213	215	221	238	242	253	256	302
72	1 42	...	310	312	317	337	342	355	358	404
57	2 44	...	420	422	...	440	...	448	451	457
66	8 43	...	422	424	...	...	445	459s	...	...
20 --99	7 42S	419	432	434	441	501	505	516	519	525
28	5 44	...	450	452	...	510	...	518	521	527
33	3 42	...	452	454	501	521	525	536	539	545G
54	9 43	...	505	507	...	...	531	542G	...	...
42	1 44	...	507	509	...	527	...	535	538	544
50	8 42	...	535	537	542	559	603	614	617	622G
40	2 42	...	622	624	629	646	650	701	704	709
20	1 42	...	722	724	729	746	750	801	804	809
12	2 42	...	817	819	824	841	845	856	859	904
24	1 42A	(Amtrak	920)	928	933	950	954A	1007	1010	1015
Saturdays										
2	1 44A	(Sac	Amtrk	605a	9 & L	610a,	Davis	Amtrk	630a)	635a	640a
22	1 42	...	922	923	928a	945a	949a	1000a	1003	1008
30	1 42	...	1120	1121	1126	1143	1147	1158	1201p	1206p
32	2 42	...	1220p	1221p	1226p	1243p	1247p	1258p	101	106
32	1 42	...	120	121	126	143	147	158	201	206
35	2 42	...	222	223	228	245	249	300	303	308
40	1 42	...	320	321	326	343	347	358	401	406
35	2 42	...	420	421	426	443	447	458	501	506
48	1 42	...	522	523	525	545	549	600	603	608
11	2 42	...	620	621	626	643	647	658	701	706G
12	1 42	...	722	723	728	745	749	800	803	808
24	1 42A	(Amtrak	920)	928	933	950	954A	1007	1010	1015
Sundays & Holidays										
0	1 44A	(Sac	Amtrk	605a	9 & L	610a,	Davis	Amtrk	630a)	635a	640a
17	1 42	...	922	923	928a	945a	949a	1000a	1003	1008
17	1 42	...	1120	1121	1126	1143	1147	1158	1201p	1206p
23	1 42	...	120p	121p	126p	143p	147p	158p	201	206
48	1 42	...	320	321	326	343	347	358	401	406
20	1 42	...	520	521	526	543	547	558	601	606
23	1 42	...	722	723	728	745	749	800	803	808
20	1 42A	(Amtrak	920)	928	933	950	954A	1007	1010	1015

SACRAMENTO TO DAVIS

MONDAY thru FRIDAY:

TOTAL RIDER-SHIP	SCHEDULE	ROUTE	STARTING POINT			CITY COLLEGE		CORDON COUNT	DOWNTOWN SACRAMENTO		CORDON COUNT	EAST YOLO		CORDON COUNT	DAVIS		ENDING POINT		
			CITY COLLEGE	10th & O STS.	SAC. AMTRAK	Ttl. On	Ttl. Off		Ttl. On	Ttl. Off		Ttl. On	Ttl. Off		Ttl. On	Ttl. Off	14th & B Sts.	Memorial Union(UI)	Anderson & Hanover
3	3	44A			6:05am	--	--	--	3	0	3	--	--		0	3			6:40am
9	4	42		6:05		--	--	--	6	0	6	3	3	6	0	6			6:54
42	1	42		7:00		--	--	--	14	0	14	9	7	16	19	33			7:51
35	6	44NS		7:13		--	--	--	35	5	30	--	--	--	0	30		7:40	
39	2	42	7:43			1	0	1	31	7	25	2	9	18	5	23			8:44
28	3	42S	8:20			2	0	2	15	4	13	2	3	12	9	10			9:22
19	1	42		9:00		--	--	--	14	0	14	3	5	12	2	14			9:48
23	2	42		10:05		--	--	--	24	0	24	2	7	17	2	19			10:54
23	1	42		11:10		--	--	--	20	0	20	2	13	9	1	10			11:59
62	2	42		12:13pm		--	--	--	47	2	45	8	21	32	6	36			1:02pm
40	1	42		1:13		--	--	--	32	1	31	4	11	23	4	26			2:02
48	3	42S	1:30			13	1	12	17	1	28	3	7	24	14	20			2:32
31	2	42		2:13		--	--	--	22	0	22	2	7	17	7	23			3:02
72	1	42		3:10		--	--	--	65	0	65	0	17	48	7	52			4:04
57	2	44		4:20		--	--	--	56	0	56	--	--	--	1	56			4:57
66	8	43		4:22		--	--	--	65	0	65	1	66	--	--	--	4:59		
59	7	42S	4:19			20	0	20	55	10	65	6	38	33	18	29			5:25
28	5	44		4:50		--	--	--	32	0	32	--	--	--	0	32			5:27
13	3	42		4:52		--	--	--	31	0	31	1	13	19	1	20			5:45
51	9	43		5:05		--	--	--	54	0	54	--	--	--	0	54	5:42		
42	1	44		5:07		--	--	--	42	0	42	--	--	--	0	42			5:44
50	8	42		5:35		--	--	--	45	0	45	4	21	28	1	29			6:22
40	2	42		6:22		--	--	--	37	0	37	1	14	24	2	26			7:09
20	1	42		7:22		--	--	--	14	0	14	4	7	11	2	13			8:09
12	2	42		8:17		--	--	--	11	0	11	0	2	9	1	10			9:04
24	1	42A			9:20	--	--	--	17	0	17	1	7	11	6	13			10:15

SACRAMENTO TO DAVIS

SATURDAYS:

TOTAL RIDER-SHIP	SCHEDULE	ROUTE	STARTING		DOWNTOWN SACRAMENTO		CORDON COUNT	EAST YOLO		CORDON COUNT	DAVIS		ENDING POINT Anderson & Hanover
			SAC. AMTRAK	10th & O Sts.	Ttl. On	Ttl. Off		Ttl. On	Ttl. Off		Ttl. On	Ttl. Off	
2	1	44A	6:05am		2	0	2	--	--	--	0	2	6:40am
22	1	42		9:22	16	0	16	3	6	13	3	13	10:08
30	1	42		11:20	23	0	23	5	14	14	2	16	12:06pm
32	2	42		12:20pm	20	0	22	7	11	18	3	21	1:06
32	1	42		1:20	30	0	30	0	12	18	2	20	2:06
35	2	42		2:22	21	0	21	12	11	22	2	22	3:08
40	1	42		3:20	35	0	35	1	18	18	4	19	4:06
35	2	42		4:20	33	0	33	1	18	16	1	17	5:06
48	1	42		5:22	41	0	41	4	20	25	3	20	6:08
11	2	42		6:20	10	0	10	0	8	2	1	3	7:06
12	1	42		7:22	8	0	8	0	4	4	4	8	8:08
24	1	42	9:20		20	0	20	1	5	16	3	16	10:15

SACRAMENTO TO DAVIS

Sundays and Holidays

TOTAL RIDERSHIP	SCHEDULE	ROUTE	STARTING POINT SAC AMTRAK	10th & O	DOWNTOWN SACRAMENTO		CORDON COUNT	EAST YOLO		CORDON COUNT	DAVIS		ENDING POINT ANDERSON & HANOVER
					TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF	
0	1	44A	6:05 a.m.		0	0	0	-	-	-	0	0	6:40 a.m.
17	1	42		9:22	9	0	9	5	6	8	3	9	10:08
17	1	42		11:20	10	0	10	0	1	9	7	16	12:06 p.m
23	1	42		1:20 p.m.	15	0	15	6	10	11	2	13	2:06
48	1	42		3:20	34	1	33	8	4	37	6	37	4:06
20	1	42		5:20	20	1	19	0	5	14	0	14	6:06
23	1	42		7:22	19	1	18	1	4	15	3	16	8:08
20	1	42A	9:20		18	1	17	2	6	13	0	13	10:15

DAVIS TO SACRAMENTO

	SCHED	ROUTE	DAVIS					W. SAC	SACRAMENTO		
			Anderson & Hanover Lv	MEMORIAL UNION (UT) Ar	DOWN TOWN 4th & "B" Sts Ar	Pole line & Loyola Ar	ET Cemonte & Cowell Ar	West Capitol Raceway Ar	DOWNTOWN 9th & "K" Sts App. Ar	DOWNTOWN 10th & "O" Sts App. Ar	CITY COLLEGE App. Ar
	36	1	42	600a	605a	608a	617a	623a	634a	651a	655a	...
	40	6	44	630	636	639	...	648	...	708	712	...
	53	8	43	...	...	643	651	...	...	719G	...	...
18 --	62	3	42	643	650	653	702	711	723	741	...	755
	61	4	44	655	702	704	...	713	...	733G	...	...
	51	9	43A	...	...	706	716	...	...	744G	...	...
29 --	89	5	42¢	731	737	740	748	758	809	826	...	839G
	54	6	43	...	740	743	753	...	...	823	827G	...
	60	1	42	800	805	808	816	823	834	851	855	...
	62	2	42	905	910	913	920	928	938	954	958	...
	40	1	42	1010	1015	1018	1025	1033	1043	1059	1103	...
8 --	51	3	42¢	1040	1045	1048	1055	1103	1113	1128	...	1140G
	33	2	42	1110	1115	1118	1125	1133	1143	1159	1203p	...
	37	1	42	1210p	1215p	1218p	1225p	1233p	1243p	1259p	103	...
	29	2	42	110	115	118	126	135	145	201	205	...
	27	1	42	210	215	218	226	235	245	301	305	...
	39	2	42	310	315	318	326	335	345	401	405	...
	36	3	42¢	340	345	348	355	403	413	428	432	...
	38	1	42	410	415	418	425	433	443	458	502	...
	19	8	44	...	505	508	(Non-Stop fm 4 & B to 10 & O)				530	...
	12	2	42	510	515	518	525	533	543	558	602	...
	10	5	42	530	535	538	545	552	602	617G	...	...
	21	1	42	610	615	618	625	632	642	657	701	...
	8	2	42	710	715	718	725	732	742	757	801	...
	5	1	42	810	815	818	825	832	842	857N	...	...
	7	2	42	910	915	918	925	932	942	957G	...	...
	8	1	44A	1015	1020	1023	(Leave Davis Amtrak 1035p)			1055G	...	
Saturdays												
	23	1	42A	650a	655a	658a	710a	716a	725a	743s	...	...
	26	1	42	810	815	818	825	833	843	858	902	...
	39	1	42	1010	1015	1018	1025	1033	1043	1058	1102	...
	31	2	42	1110	1115	1118	1125	1133	1143	1158	1202p	...
	31	1	42	1210p	1215p	1218p	1225p	1233p	1243p	1258p	102	...
	48	2	42	110	115	118	125	133	143	158	202	...
	22	1	42	210	215	218	225	233	243	258	302	...
	33	2	42	310	315	318	325	333	343	358	402	...
	22	1	42	410	415	418	425	433	443	458	502	...
	11	2	42	510	515	518	525	533	543	558	602	...
	13	1	42	610	615	618	625	632	642	657	701	...
	10	1	42	810	815	818	825	832	842	857N	...	...
	3	1	44A	1015	1020	1023	(Leave Davis Amtrak 1035p)			1055G	...	

DAVIS TO SACRAMENTO

Sunday & Holiday

	SCHED	ROUTE	DAVIS					W.SAC	SACRAMENTO		
			Anderson & Hanover Lv	MEMORIAL UNION (UT) Ar	DOWNTOWN 4th & "B" Sts Ar	Poleline & Loyola Ar	ET Cemonte & Cowell Ar	West Capitol Raceway Ar	DOWNTOWN 9th & "K" Sts App. Ar	DOWNTOWN 10th & "O" Sts App. Ar	CITY COLLEGE App. Ar
6	I	42A	650a	655a	658a	710a	716a	725a	743s	...	...
14	1	42	810	815	818	825	833	843	858	902	...
33	1	42	1010	1015	1018	1025	1033	1043	1058	1102	...
27	1	42	1210p	1215p	1218p	1225p	1233p	1243p	1258p	102p	...
14	1	42	210	215	218	225	233	243	258	302	...
29	1	42	410	415	418	425	433	443	458	502	...
12	1	42	610	615	618	625	633	643	658	702	...
12	1	42	810	815	818	825	832	842	857N	...	...
5	1	44A	1015	1020	1023	(Leave Davis Amtrak 1035p)				1055G	...

DAVIS TO SACRAMENTO

Monday thru Friday

TOTAL RIDERSHIP	SCHEDULE	ROUTE	STARTING POINT			DAVIS		CORDON COUNT	EAST YOLO		CORDON COUNT	DOWNTOWN SACRAMENTO		CORDON COUNT	CITY COLLEGE		ENDING POINT		
			ANDERSON & HANOVER	MEMORIAL UNION (#)	4th & B	TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF	9th & K Streets	10th & O STREETS	CITY COLLEGE
36	1	42	6:00 a.m.			13	0	13	21	3	31	2	32	-	-	-		6:55 a.m.	
40	6	44	6:30			40	0	40	-	-	-	0	40	-	-	-		7:12	
53	8	43			6:43	53	0	53	-	-	-	0	53	-	-	-	7:19		
62	3	42	6:43			31	0	31	25	1	55	6	43	18	0	18			7:55
61	4	44	6:55			60	0	60	-	-	-	1	58	-	-	-	7:33		
51	9	43A			7:06	49	0	49	-	-	-	0	49	-	-	-	7:44		
89	5	42¢	7:31			43	24	41	17	3	55	7	33	29	0	29			8:39
54	6	43		7:40		54	2	52	-	-	-	0	52	-	-	-		8:27	
60	1	42	8:00			52	2	50	7	3	54	1	54	-	-	-		8:55	
62	2	42	9:05			39	5	34	23	2	55	0	51	-	-	-		9:58	
40	1	42	10:10			29	12	17	11	5	23	1	23	-	-	-		11:03	
51	3	42¢	10:40			17	13	22	15	2	35	1	28	8	0	8			11:40
33	2	42	11:10			13	0	13	18	3	28	2	30	-	-	-		12:03 p.m.	
37	1	42	12:10 p.m.			26	1	25	11	7	29	0	29	-	-	-		1:03	
29	2	42	1:10			19	4	15	10	2	23	0	23	-	-	-		2:05	
27	1	42	2:10			23	4	19	6	4	21	0	21	-	-	-		3:05	
39	2	42	3:10			31	8	23	6	8	22	1	23	-	-	-		4:05	
36	3	42¢	3:40			12	17	10	8	3	15	1	16	-	-	-		4:32	
38	1	42	4:10			34	5	29	4	5	28	0	28	-	-	-		5:32	
19	8	44		5:05		19	0	19	-	-	-	0	19	-	-	-		5:30	
12	2	42	5:10			11	3	8	1	2	7	0	7	-	-	-		6:02	
10	5	42	5:30			6	1	5	4	2	7	0	7	-	-	-	6:17		
21	1	42	6:10			16	2	14	5	7	12	0	12	-	-	-		7:31	
8	2	42	7:10			4	0	4	4	1	7	0	7	-	-	-		8:01	
5	1	42	8:10			5	2	3	0	0	3	0	3	-	-	-	8:57		
7	2	42	9:10			5	3	2	2	0	4	0	4	-	-	-	9:57		
8	1	44A	10:15			8	0	8	-	-	-	0	8	-	-	-		10:55	

DAVIS TO SACRAMENTO

Saturdays

TOTAL RIDERSHIP	SCHEDULE	ROUTE	STARTING POINT ANDERSON & HANOVER	DAVIS		CORDON COUNT	EAST YOLO		CORDON COUNT	DOWNTOWN SACRAMENTO		ENDING POINT	
				TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF		TOTAL ON	TOTAL OFF	9th & K STREETS	10th & O STREETS
23	1	42A	6:50 a.m.	14	0	14	9	2	21	0	21	7:43 a.m.	
26	1	42	8:10	16	0	16	10	2	24	0	24		9:02
39	1	42	10:10	27	0	27	12	7	32	0	39		11:02
31	2	42	11:10	20	2	18	9	3	24	2	24		12:02 p.m.
31	1	42	12:10 p.m.	21	8	13	10	3	20	0	20		1:02
48	2	42	1:10	21	4	17	26	2	41	1	41		2:02
22	1	42	2:10	8	2	6	10	6	10	3	13		3:02
33	2	42	3:10	16	3	13	15	1	27	2	29		4:02
22	1	42	4:10	15	4	11	7	2	16	0	16		5:02
11	2	42	5:10	11	1	10	0	1	9	0	9		6:02
13	1	42	6:10	8	3	5	5	3	7	0	7		7:01
10	1	42	8:10	9	1	8	1	0	9	0	9	8:57	
3	1	44A	10:15	3	3	0	-	-	-	0	0		10:55

DAVIS TO SACRAMENTO

SUNDAYS and HOLIDAYS:

TOTAL RIDER-SHIP	SCHEDULE	ROUTE	STARTING POINT Anderson & Hanover	DAVIS		CORDON COUNT	EAST YOLO		CORDON COUNT	DOWNTOWN SACRAMENTO		ENDING POINT	
				Tel. On	Tel. Off		Tel. On	Tel. Off		Tel. On	Tel. Off	9th & K Sts.	10th & O Sts.
6	1	42A	6:50am	3	0	3	2	0	5	1	5	7:43am	
14	1	42	8:10	7	1	6	6	5	7	1	7		9:02
33	1	42	10:10	21	2	19	11	5	25	1	26		11:02
27	1	42	12:10pm	22	2	20	5	1	24	0	24		1:02pm
14	1	42	2:10	11	2	9	2	1	10	1	11		3:02
29	1	42	4:10	24	5	19	3	6	16	3	19		5:02
12	1	42	6:10	12	5	7	0	1	6	0	6		7:02
12	1	42	8:10	10	6	4	0	1	3	2	4	8:57	
5	1	44A	10:15	5	0	5	-	-	-	0	5		10:55

WOODLAND TO SACRAMENTO

MONDAY THRU FRIDAY

SCHEDULE		WOODLAND					DAVIS					W.SAC	SACRAMENTO		
		CITY HALL 1st & Court	YOLO GEN. HOSP. West Beamer & Cottonwood	WOODLAND MEM. HOSP. Cottonwood & Gibson	Colusa & Gibson	3rd St. & Main	Anderson & Hanover	MEMORIAL UNION (UT)	DOWNTOWN 4th & "B" Sts	Pole line & Loyola	El Cemonte & Cowell	WEST Capitol Race-way	DOWNTOWN 9th & "K" Sts	TOWN 10th & "O" Sts	CITY COLLEGE 14th Ave & Freeport
		Lv	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	App Ar	App Ar	App Ar
--69	2 45	630a	643a	648a	654a	656a	...	...	...	...	...	...	724a	...	738a
--89	5 42	703	708	713	718	...	731a	737a	740a	748a	758a	809a	826	...	839G
41	7 45	705	710	715	720	722	...	...	...	...	...	...	750G	...	...
--51	3 42	1015	1020	1024	1029	...	1040	1045	1048	1055	1103	1113	1128	...	1140G
36	3 42	315p	320p	324p	329p	...	340p	345p	348p	355p	403p	413p	428p	432p	...
2	4 45	506	511	515	520	522	...	...	...	...	...	...	550G	...	...
0	6 45	545	550	554	559	601	...	...	...	...	...	...	629G	...	...

(UT)-Connection to the University Transport System-School days only.

G-To garage or other line

SORRY, NO SATURDAY, SUNDAY OR HOLIDAY SERVICE

FILED

OCT 27 1981

PETTE S. LUCAS Clerk of the
BOARD OF SUPERVISORS
By [signature] DEPUTY

AGREEMENT NO. 81-266

(For Certain Coordinating and Counseling Services)

THIS AGREEMENT, made and entered into this 27th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Patricia Halliday, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this county a Department of Alcohol and Drug Programs and has charged the Director of Alcohol and Drug Programs through the Yolo County Health Services Agency, hereinafter referred to as AGENCY, to direct and administer the program as a portion of the Yolo County Health Services Agency Services.

2. Under the auspices of Title 9, Chapter 4, Subchapter 3 of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Programs the Second Offender Drinking Driver Program hereinafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.

3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Programs.

4. PROVIDER has the experience and expertise necessary to coordinate the Drinking Driver Program and to provide direct counseling and group services to participants in the program.

5. COUNTY desires to obtain and PROVIDER desires to provide coordination and related counseling services in connection with the Drinking Driver Program.

6. PROVIDER acknowledges that COUNTY executes this agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not

execute this agreement if PROVIDER could not so represent.

7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the General Program Description (Exhibit "A") and Working Protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, provide to clients of the AGENCY upon the referral of AGENCY, the following listed services:

1) Coordinate the program; and

2) Provide direct counseling services.

b. CASE CONSULTATION AND INFORMATION EXCHANGE: at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that she is coordinating the Drinking Driver Program as outlined in Exhibits A & B.

Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Alcohol and Drug Programs.

b. CLINIC SERVICES:

1) Provide CRISIS INTERVENTION AND PSYCHIATRIC CONSULTATION and

backup CLINICAL SERVICES in accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by reference thereto.

2) Provide educational materials as well as various forms for the Drinking Driver Program.

3) Provide prompt access to records and personnel necessary in the joint judgement of parties' designated representatives to the counseling of referred clients and the coordination of the program.

4) COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT which provides adequate and reasonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this agreement lies with AGENCY'S Director of Alcohol and Drug Programs.

b. Director of Alcohol and Drug Programs may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereinunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations,

including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any applicable liability which it may incur to the Federal or State Governments as a result of this contract.

6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein. Said Working Protocols may be amended by the mutual agreement of PROVIDER and the Director of Agency's Alcohol and Drug Programs. Such Working Protocols, including any subsequent amendments, shall include as a minimum a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinical referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROIVDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to plan in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring ongoing clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this agreement; the operational plan for rendering these services; provisions

listing required licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services which are the subject of this agreement.

7. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code, and Title 45 Code of Federal Regulations section 205.50 regarding confidentiality of patient information.

8. PAYMENT:

a. Upon execution of this agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY, detailing work performed in the preceeding month and claiming the amount due for the month, and upon acceptance by the Director of Alcohol and Drug Abuse Programs for the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS ($666.67) semimonthly for services rendered.

b. The maximum total payment to PROVIDER under the terms of this agreement will not exceed SIXTEEN THOUSAND DOLLARS ($16,000.00).

c. Where a herein recited report, document, and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

d. COUNTY agrees to reimburse the PROVIDER in the sum of TWENTY-TWO

CENTS ($0.22) per mile for travel pursuant to this agreement and to reimburse PROVIDER for lodging and meals, registration fees for conferences, parking, fares, and bridge tolls for special conferences approved in advance in writing by the COUNTY'S designated representative.

e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority.

9. AMENDMENTS: Except as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S

herein designated representatives, as applicable, at the last known address of either.

11. TERM:

a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blunk
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Pete Lucas, Clerk
of the Board of Supervisors

BY Paula M Cooper
Deputy

BY Patricia K. Halliday
Patricia Halliday

ALCOHOL AND DRUG ABUSE PROGRAM

BY
Director

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Kolts
DEPUTY COUNTY COUNSEL

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY [signature] DEPUTY

AGREEMENT NO. 81-267

(Agreement to provide an Alcoholism Information Center)

THIS AGREEMENT, made and entered into this 27th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and East Yolo Information Center for Alcoholism, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuse to operate Community Alcoholism Programs.

2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".

3. . The Yolo County Plan requires ADDICTIONS to offer an operational alcohol information center.

4. ADDICTIONS does not own or operate such an information center itself.

5. PROVIDER represents it operates an Alcohol Information Center.

6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholism information center under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agremeement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto, and all applicable Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide an alcohol information and referral program designed to facilitate the accessibility of alcoholism counseling and rehabilitation services to those who need such services.

b. Designate a representative or representatives for administrative and program affairs.

2. ADDICTIONS' OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. Schedule PROVIDER staff into ADDICTIONS' staff home visit rotations in accordance with the working protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this agreement lies with ADDICTIONS' Director.

b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsiblities except on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in

accordance with generally accepted accounting priniples, separately identifying revenues received and expenditures made pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY, ADDICTIONS OR STATE auditors upon the request of ADDICTIONS'S representatives. Said request will provide at least one full working days' notice of the impending audit.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationship of parties pursuant to this agreement. Said Working Protocols bind parties as if fully setout herein but may be modified without formal amendment of this agreement so long as said

modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions for the scheduling of PROVIDER staff accompanying ADDICTIONS' staff on home units; and any role ADDICTIONS is to play in review of PROVIDER'S activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incoporated herein by reference thereto is PROVIDER'S Action Plan for providng the services which are the subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisons specifically setout herein and advanced written notice thereof is given ADDICTIONS. Said Action Plan shall include as a minimum the specific services which comprise the concept of PROVIDER'S alcoholism information and referral program.

10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all applicable provisions contained in the Community Services System Manual, incorporated herein by reference thereto as if fully setout herein.

11. PAYMENT:

a. The maximum payment from COUNTY to PROVIDER during the term of this agreement shall be a sum not exceed TWELVE THOUSAND THIRTY-NINE DOLLARS ($ 12,039) as shown on line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 11 b - d below for services rendered from the beginning of the term of this agreement through the termination date specific in the notice of termination described in agreement 14, below. Exhibit "C" shall be the basis for and limitation

of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that is anticipated PROVIDER shall receive from other sources.

b. Costs for allowable expenditures for the preceeding month shall be paid by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY as designating services rendered during the preceeding month. Attached hereto as Exhibit "D" and incorporated herein by referenced thereto is a Budget for the expenditure of funds.

c. Payments to PROVIDER shall be adjusted to the lower of actual cost or the contract maximum upon the basis of a cost report submitted by PROVIDER within ninety (90) days of the end of the term of the agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress as consistent with this agreement.

e. Approval of this agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall

constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY's last known address.

14. TERM:

a. This agreement shall commence on execution and terminate on June 30, 1982, unless as otherwise provided herein in agreement 14 b and c, below.

b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 14 c, below.

c. Should the funds granted COUNTY in the 1980-81 fiscal year State or County final budget to cover the cost of the Alcoholism Services be terminated by Local Authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Robert N. Block

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, Clerk
of the Board of Supervisors

BY _____
DEPUTY

EAST YOLO ALCOHOLISM INFORMATION CENTER

BY _____
President of Board

ADDICTIONS

BY _____
DIRECTOR

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

_____
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

WORKING PROTOCOL

Exhibit A

Addictions Objectives -- Thomas Pavao, Mental Health Counselor II, is designated as the E. Yolo Area representative for addictions.

Addictions Staff -- will contact provider staff by phone to schedule provider staff into home visit rotations as a back-up presence.

Provider Obligations -- Provider shall submit a copy of the monthly claims to Thomas Pavao, Mental Health Counselor II, for review.

Provider, if able, shall provide transportation of addictions client to Beamer Street Detox as needed. In the event Beamer Street is unable to accommodate the client, provider shall transport the client to any other detox unit available.

Provider shall provide information and referral services regarding alcoholism in the E. Yolo Area.

ACTION PLAN

Exhibit B

Provider shall maintain an information and referral center in the E. Yolo Area.

Provider shall maintain a 24-hour answering service to assist those with alcohol or alcohol related problems.

Provider shall provide a drop-in center for alcoholism clients from 9-5 p.m., Monday through Friday, and 11-5 on Saturday.

Provider, if possible, shall provide transportation to Beamer Street Detox, as needed.

Provider shall provide speakers to schools, community groups, and other interested groups on the subject of alcoholism.

Office of Instruction

AGREEMENT NO. 81-268

16-Apr-81

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY _____ DEPUTY

MEMORANDUM OF AGREEMENT
BETWEEN
YUBA COMMUNITY COLLEGE DISTRICT
AND
Yolo County Mental Health Services

THIS AGREEMENT, made and entered into this *1st* day of *July*, 19*81*, by and between the YUBA COMMUNITY COLLEGE DISTRICT NURSING PROGRAMS (hereinafter SCHOOL), and the Yolo County Mental Health Services and Alcohol & Drug Abuse Service (hereinafter AFFILIATING AGENCY).

W I T N E S S E T H:

I. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING AGENCY and the SCHOOL that the AFFILIATING AGENCY will accept associate degree nursing students for supervised nursing experience and concurrent clinical instruction.

II. PERIOD OF AGREEMENT:

The period of this agreement will begin on or about July 1, 1981, and shall end June 30, 1982.

III. THE AFFILIATING AGENCY AGREES TO:

A. Permit each student who is designated by the SCHOOL, pursuant to paragraph IV-A, to receive clinical nursing experience at the AFFILIATING AGENCY in those services agreeable to the SCHOOL and the AFFILIATING AGENCY, and shall furnish or permit such students and nursing instructors free access to all areas necessary in the accomplishments of this purpose.

B. Accept all students without consideration of race, color, creed, sex, age, or national origin, and see that all students assigned to the AFFILIATING AGENCY receive educational experience without discrimination as to patient assignments or personal facilities.

ADN 6/81

C. Provide orientation for faculty members to the AFFILIATING AGENCY before students' clinical assignments begin.

D. Provide a suitable room for use in counseling and teaching at the AFFILIATING AGENCY.

E. Observe the following personnel policies regarding students and instructors:

1. Grant regulation coffee breaks.
2. Provide suitable dressing rooms with locker space and locks for both men and women.
3. Allow the same cafeteria and restroom privileges provided all employees.
4. Accept the required student school uniform.

F. Permit designated AFFILIATING AGENCY personnel to participate with the SCHOOL faculty in planning, implementing and coordinating the program.

IV. THE SCHOOL AGREES TO:

A. Designate the students to be enrolled in the nursing program and to be assigned for clinical experience at the AFFILIATING AGENCY in such numbers and at such time as are mutually agreed upon by both parties.

B. Provide suitable classroom instruction.

C. Provide one instructor who will be a well-qualified, certificated, registered professional nurse agreeable to the AFFILIATING AGENCY, and will:

1. Have been approved as an instructor by the Board of Registered Nursing.
2. Give close supervision, guidance and counseling to the Associate Degree Student Nurses.
3. Assign patient care and nursing experience which will:

   a. be made by the SCHOOL in consultation with the appropriate personnel of the AFFILIATING AGENCY.
   b. be in accord with Section 1431 of the Board of Registered Nursing Regulations.
   c. recognize that the AFFILIATING AGENCY retains responsibility for care of the patient.

4. Designate rotation to services, service assignments, and time spent in clinical experience which will be determined by the SCHOOL in cooperation with the AFFILIATING AGENCY.

D. Meet periodically with AFFILIATING AGENCY staff for assistance with the coordination of the educational program for students clinical experience, through Advisory Board Committees.

E. Submit the following information to AFFILIATING AGENCY:

1. A statement of the number of expected affiliating students at least one week prior to the affiliation date.
2. Advance notification of student vacation period to the Director.

F. Carry a comprehensive general public liability and property damage insurance policy in the amount of $1,000,000 liability for each occurrence. The SCHOOL shall file with the AFFILIATING AGENCY a Certificate of Insurance showing that such insurance is in full force and effect, and that the AFFILIATING AGENCY is named as an additional insured under such policy; and the SCHOOL shall provide the AFFILIATING AGENCY not less than ten (10) days' notice of any cancellation of this policy.

G. Require students to purchase malpractice insurance before beginning clinical learning experiences.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not quality his/her continuance within the SCHOOL. The AFFILIATING AGENCY, in consultation with the SCHOOL, will have the right to refuse a student who, in its experience, is not participating satisfactorily in the program.

VI. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least sixty (60) days notice shall be given by either participating agency and that students enrolled in the several services mentioned herein shall be given the opportunity to complete the full program offered in these services.

IN WITNESS WHEREOF, the said SCHOOL has caused this agreement to be subscribed by its duly authorized officers on its behalf and the AFFILIATING AGENCY has signed this agreement, on the date set forth below.

AFFILIATING AGENCY:

Date: 10-27-81

Signed: Robert V. Blank
CHAIRMAN, BOARD OF SUPERVISORS

SCHOOL:

Date: Sept 2, 1981

Signed:
Dr. Daniel G. Walker
District Superintendent and President
Yuba Community College District

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Holt
DEPUTY COUNTY COUNSEL

Mental Health Director

Alcohol & Drug Abuse Services Director

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By Sheila M. Cooper
DEPUTY

AGREEMENT NO. 81-269

THIS CONTRACT is entered into between Greater Sacramento Professional Standards Review Organization, Incorporated, herinafter referred to as GSPRO, and Yolo County by and through its Mental Health Services.

ARTICLE I - STATEMENT OF PURPOSE

A. GSPRO, a non-profit professional association incorporated within the State of California, is designated by the Secretary of the United States Department of Health, Education and Welfare, pursuant to Title XI of the Social Security Act, as the Professional Standards Review Organization (PSRO) for California PSRO Area IV comprising the counties of El Dorado, Nevada, Placer, Sacramento, and Yolo, and it is authorized by its Articles of Incorporation to engage in quality assurance activities related to its functions as a Professional Standards Review Organization under Title XI, Part B, of the Social Security Act. The services to be provided by the GSPRO hereunder are actually related to said functions.

B. The purpose of this Contract is to set forth the terms, conditions, and procedural relationships according to which GSPRO will assume responsibilities with respect to reviewing Short-Doyle services and the amount and method of payment which will be made by Yolo County for such services.

C. The GSPRO, a Professional Standards Review Organization, will render professional services to the Yolo County Mental Health Services as requested by the Director or his designee for the

review of the necessity and appropriateness of acute hospital services provided persons eligible for Short-Doyle reimbursement. Services are to be performed in Yolo General and Woodland Memorial Hospitals only.

ARTICLE II - DEFINITIONS

A. "Admission Review" is a form of medical care review in which an assessment is made of the medical necessity of a patient's admission to a hospital.

B. "Continued Stay Review" is a form of medical care review which consists of an assessment of the medical necessity of a patient's need for continued confinement at an acute hospital level of care and may also include a detailed assessment of the quality of care being provided.

C. A "Case Review" (on a preadmission concurrent, and/or retrospective basis) includes the admission certification of a patient's hospital stay and all continued stay review until the patient is discharged from the hospital or no longer requires care at the acute hospital level of care.

ARTICLE III - DUTIES OF THE CONTRACTOR

GSPRO agrees to render the following services:

A. Short-Doyle patients are those who receive inpatient services described under Sections 541, 660, 661, 662, 663 of Title 9, California Administrative Code and Sections 5700.1 through 5700.3, 5701, 5702.1, 5717 and 5718 of the Welfare and Institutions Code. GSPRO will utilize an acute short stay hospital review system that will include case review as defined below.

B. Provide a form to the hosital for each Short-Doyle patient epi-

sode indicating the total number of hospital days certified by the GSPRO using criteria as qualifying for reimbursement of Short-Doyle funds.

ARTICLE IV - REPORTS

The GSPRO shall submit monthly to the Yolo County Mental Health Services a report which includes:

A. A listing by individual admission review with the following information:

1) Justification for Admission.
2) Sex (M-F).
3) Age (as of last birthday).
4) Race (SAS categories).
5) Diagnosis.
6) Legal Class.

B. A listing by individual continued stay review with the following information:

1) Justification for continued stay (by Codes).
2) Sex (M-F).
3) Age (as of last birthday).
4) Race (SAS categories).
5) Diagnosis (by Codes).
6) Legal Class (SAS categories).
7) Total Length of Stay.
8) Justification for Continued Stay.
9) Action on Justification (Approved-Denied).
10) On approval of Continued Stays; number of days granted.
11) Number of days denied.

C. The GSPRO's actual direct costs for all admissions and continued stay reviews during the reporting period.

ARTICLE V - PAYMENT

A. The Yolo County Mental Health Services agrees to pay GSPRO for the costs associated with the case review of Short-Doyle hospital stays not to exceed an average cost of $11.43 per case review for the term of this contract. If the actual cost per review for any month(s) should exceed $11.43, the cost in excess of $11.43 will be averaged against the month(s) (if any) where the cost falls below $11.43. If adjustment is requested by the GSPRO, the Yolo County Mental Health Services will perform this cost averaging on the final billing of this contract term. Monthly costs for Short-Doyle case reviews shall be determined by: (1) dividing the GSPRO's monthly costs for performing case reviews for all federal and non-federal Medi-Cal beneficiaries by the total number of federal and non-federal beneficiary case reviews during the month and multiplying the dollar amount per case review by the number of Short-Doyle beneficiary case reviews, and/or (2) utilizing direct non-federal GSPRO case review costs at GSPRO's option.

B. The GSPRO agrees to submit quarterly an invoice in quadruplicate stating the time period covered and contract number to:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, CA. 95695

The invoice should itemize: the payment due for the previous quarter based upon the number of Short-Doyle case reviews that quarter and the cost per case review that quarter.

C. Total payments under this contract shall not exceed the sum total of TWENTY-FIVE HUNDRED DOLLARS ($2,500).

D. The Yolo County Mental Health Services shall not pay and the GSPRO shall not claim any indirect administrative costs which are not attributable to review of Short-Doyle cases. In adhering to this, the GSPRO shall follow the following guidelines:

1) Costs directly attributable to Short-Doyle case reviews may be charged to the Yolo County Mental Health Services.

2) Indirect costs unrelated to the Short-Doyle case reviews shall not be claimed by the GSPRO.

3) Indirect costs partially attributable to Short-Doyle case reviews may be charged, on a proportionate basis (i.e., percent of caseload, percent of staff time, etc.) to the Yolo County Mental Health Services.

ARTICLE VI - RECORDS

A. The GSPRO shall, upon written request from the Yolo County Mental Health Services, make available and accessible for copying at the GSPRO's office books, records, documents, and evidence pertaining to the administrative costs and expenses of this contract to the extent and in such detail as shall properly reflect all net costs, direct and apportioned, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

B. The GSPRO shall additionally maintain copies of all Short-Doyle case review abstracts in a separate file for purposes of verifying the number of Short-Doyle cases reviewed.

ARTICLE VII - HEARINGS AND APPEALS

A. Beneficiary and provider requests for reconsiderations, hearings, and appeals of GSPRO decisions will be routed through the GSPRO's adopted procedures. If the GSPRO's decision is still not satisfactory to the beneficiary or provider, the beneficiary or provider may appeal to the Yolo County Mental Health Services for a second level review.

ARTICLE VIII - FAIR EMPLOYMENT PRACTICE

A. The Fair Employment Practices Addendum, Standard Form 3, is incorporated herein and made a part hereof by this reference. The GSPRO shall strictly adhere to all federal and state laws and regulations pertaining to equal opportunity policies and affirmative action plans.

ARTICLE IX - CONTRACT ADMINISTRATION AND PROVIDER GRIEVANCES

A. The GSPRO shall maintain such access to Short-Doyle case review records as the Yolo County Mental Health Service finds necessary in the administration of this contract and in conducting proceedings under Section 14104.5 of the Welfare and Institutions Code.

ARTICLE X - CONFIDENTIALITY OF PATIENT INFORMATION

A. The GSPRO and the Yolo County Mental Health Services agree to observe the provisions of law relating to confidentiality of patient information with respect to Sections 10850 and 5328 of the Welfare and Institutions Code and other applicable laws and regulations.

ARTICLE XI - TERM

A. The term of this contract shall be July 1, 1981 through

June 30, 1982.

B. This contract may be amended in writing by mutual agreement of parties. Either party may request negotiations to amend this contract.

C. This contract may be terminated prior to the expiration of its term by either party upon 30 days written notice.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper
DEPUTY

P. E. Carter
GREATER SACRAMENTO PSRO

MENTAL HEALTH SERVICES

Oct 12 1981
DATE

BY C. Thomas
DIRECTOR

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-270

(YOLO COUNTY COALITION AGAINST HUNGER)

THIS AGREEMENT, dated for convenience this 27th day of October 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and YOLO COUNTY COALITION AGAINST HUNGER, a volunteer agency hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a volunteer agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitation those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written

consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER the sum of $1,650 in twelve (12) monthly payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be in the amount of $137.50.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY: Paula M Cooper
(DEPUTY)

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

PROVIDER:

YOLO COUNTY COALITION AGAINST HUNGER

BY: Dorothy L. Lakes
Authorized Representative

APPROVED AS TO FORM
CHIEF DEPUTY
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

EXHIBIT A

(YOLO COUNTY COALITION AGAINST HUNGER)

YOLO COUNTY COALITION AGAINST HUNGER
412 C STREET
DAVIS, CA 95616
(916) 753-2894

SERVICES:

FOOD COLLECTION: Food is collected and purchased to supplement donations given to those organizations who respond to food requests throughout Yolo County.

FOOD DISTRIBUTION: Food is delivered to the distribution points in an effort to provide balanced diets to the people in need. Fresh foods are distributed upon receipt.

INFORMATION: Standards for food distribution, including nutrition chart and recipes, are made available to food distribution groups throughout Yolo County.

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By _____ DEPUTY

AGREEMENT NO. 81-271

(SUMMER HOUSE, INC.) OCT 13 10 02 AM '81

THIS AGREEMENT, dated for convenience this 27th day of October, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SUMMER HOUSE, INC., a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H

RECITALS:

A. COUNTY is desirous of making provisions for residential, transition and respite care services for developmentally disabled persons who are citizens of Yolo County.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the

express written consent of COUNTY, and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation

earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY or bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION.. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. In particular, the PROVIDER shall obtain and keep current an adult group home license and child group home license as prescribed by the State of California of California Department of Health.

C. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as a total compensation to PROVIDER the sum of $19,683 in twelve (12) equal payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper (DEPUTY)

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

PROVIDER:

SUMMER HOUSE, INC.

BY: Linda Slick President of the Board
Authorized Representative

APPROVED AS TO FORM
COUNTY COUNSEL
By Hey De Rott

EXHIBIT A

(SUMMER HOUSE, INC.)

SUMMER HOUSE, INC.
206 5TH STREET
WOODLAND, CA 95695
(916) 662-8943

HOURS: 24 Hour Residential Care for the Developmentally Disabled

SERVICES:

ADULT RESIDENCE:	Full time (24-hour) residential services are provided for up to ten developmentally disabled adults. Services included in the program are board and care, 24-hour supervision, and training in self-help and independent living skills.
CHILDREN'S RESIDENCE:	Full time (24-hour) residential services are provided for up to six developmentally disabled children who are unable to live in a family environment because of their inappropriate behavior. Services included in the program are board and care, 24-hour supervision, specialized educational services and self-help training.
TRANSITION SERVICES:	Home management services, disability management services and support services are provided to those adults who are capable of transitioning into independent living arrangements.
RESPITE SERVICES:	Short-term respite care services are provided to Yolo County families with whom developmentally disabled members reside.

FILED

OCT 27 1981

PETE C. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-272

(UNITED CHRISTIAN CENTER)

OCT 9 9 44 AM '81

THIS AGREEMENT, dated for convenience this 27th day of October 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and UNITED CHRISTIAN CENTER, a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for services to enhance the everyday living of elderly East Yoloans through the maintenance of activities and services which stimulate better mental health, encourage independent living as long as possible and provide opportunities to supplement monthly income.

B. PROVIDER is a non-profit organization capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE.. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions

of this agreement. In the case of early termination, a final payment shall be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY, and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of $22,392 in twelve (12) equal monthly payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N. Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M. Cooper
(DEPUTY)

(SEAL)

PROVIDER:

UNITED CHRISTIAN CENTER

BY: Vernon J. Dillman
Authorized Representative

APPROVED AS TO FORM
CHARLES R. BLACK
COUNTY COUNSEL

By Wm D. Roth
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Cooper
Deputy

EXHIBIT A

(EAST YOLO SENIOR CITIZEN PROGRAM)

EAST YOLO SENIOR CITIZEN PROGRAM
UNITED CHRISTIAN CENTER, BRODERICK UNIT
110 6TH STREET
BRODERICK, CA 95605
(916) 372-0200

HOURS: Monday through Friday - 9:00 a.m. - 5:00 p.m.

PROGRAM:

The purpose of the program is to enhance the everyday living of elderly East Yoloans through the maintenance of activities and services which stimulate better mental health, encourage independent living as long as possible and provide opportunities to supplement monthly income.

The services provided are transportation, social, educational and recreational activities, information and referral services, telephone reassurance and home visiting services, a nutrition program which includes meal delivery to shut-in seniors, advocacy services, and crisis intervention.

The above services are provided to members of the East Yolo community who are fifty years and older and certain disabled persons who have no other resources to assist them.

FILED

OCT 27 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-273

(LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.)

OCT 28 10 03 AM '81

THIS AGREEMENT, dated for convenience this 27th day of October 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGAL SERVICES OF NORTHERN CALIFORNIA, INC., a non-profit organization hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for legal services to the senior citizens of Yolo County.

B. PROVIDER is a non-profit agency capable of providing such services.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written

consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed

with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement, except involving lawyer-client privileges, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,

and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hrerof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, agree to pay as total compensation to PROVIDER the sum of $21,775 in twelve (12) equal monthly payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Ruth M Cooper (DEPUTY)

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Ruth M Cooper
Deputy

PROVIDER:

LEGAL CENTER FOR THE ELDERLY

BY: Donald M Iveson
Authorized Representative

APPROVED AS TO FORM
CHARLES R. KRACK
COUNTY COUNSEL
By Hugh D. Roth
DEPUTY COUNTY COUNSEL

EXHIBIT A

(LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.)

LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.
LEGAL CENTER FOR THE ELDERLY
157 2ND STREET
WOODLAND, CA 95695
(916) 666-1903

HOURS: 8:30 a.m. - 5:00 p.m. - Monday through Friday

PROGRAM:

I. Services:

The services to be provided are:

1. Legal advocacy in civil matters for senior citizens of Yolo County;
2. Education to the senior citizens of Yolo County in order that they may act as advocates on behalf of themselves and each other;
3. Assistance to senior citizens in obtaining all benefits to which they are entitled under Social Security, Medi-Care, Medi-Cal, General Assistance, Income and Health Maintenance, Homemaker Chore Services, Housing, Outreach and Community Education, Food Stamps, Preventive Law, Community Group Work, information regarding conservatorships, guardianships, and wills.

II. Eligibility:

Eligibility for the services of this program are based on the criteria as set by the Legal Services of Northern California, Inc. The primary goal of this program is to provide legal services to the low income elderly citizens of Yolo County.

FILED

OCT 27 1981

PETE E. LUCAS Clerk of the
BOARD OF SUPERVISORS
By Pat Hall Cooper
DEPUTY

AGREEMENT NO. 81-274

(S.T.E.A.C.)

Oct 20 9 50 AM '81

THIS AGREEMENT, dated for convenience this 27th day of October, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SOCIAL TEMPORAL EMERGENCY ALLEVIATION COMMITTEE, S.T.E.A.C., hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, counseling, furniture and clothing, emergency loans, and other emergency services for persons within Yolo County who are in need of such emergency services and have no other resources immediately available to provide for them.

B. PROVIDER is a volunteer agency that provides emergency services to those persons who are in need, and referrals are made by Social Services staff by calling PROVIDER'S hot-line number.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide a telephone hot-line for emergency services to persons who are in need.

2. PROVIDER hereby promises and undertakes to use all of said funds to provide a telephone hot-line. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL.. PROVIDER shall assign only competent personnel to perform

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this

agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER the sum of $1,800. Payment by COUNTY to PROVIDER each month shall be in the amount of PROVIDER'S cost of the telephone hot-line for emergency services, for the months beginning July 1, 1981 and ending June 30, 1982, upon the rendition of the bill for the telephone hot-line. Payment shall be made on the 10th of each month for the previous month's service. Regardless of the amount of the monthly reimbursement, total compensation under this agreement shall not exceed $1,800.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if

such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Deputy

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY _____ (DEPUTY)

(SEAL)

PROVIDER:

SOCIAL TEMPORAL EMERGENCY ALLEVIATION COMMITTEE, S.T.E.A.C.

BY _____ STEAC
Authorized Representative

APPROVED AS TO FORM
CARSTENS H. FITLER
By _____
DEPUTY COUNTY COUNSEL

FILED

OCT 27 1981

PETE E. ZUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Laurie M. Cooper
DEPUTY

AGREEMENT NO. 81-275

(WOODLAND VOLUNTEER BUREAU)

THIS AGREEMENT, dated for convenience this 27th day of October, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and WOODLAND VOLUNTEER BUREAU, a non-profit agency hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, furniture and clothing and other necessities of life for persons within Yolo County who are in need of such services and have no other resources immediately available to provide for them.

B. PROVIDER is a non-profit agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING: No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY, and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall consititute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain waiver of the insurer's right to subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERNATIONS. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein,

shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PRIVIDER shall secure and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of $4,708.00 in twelve (12)equal monthly payments, for the months beginning July 1, 1981, and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provisions of this agreement, or of such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper
DEPUTY

(SEAL)

PROVIDER:

WOODLAND VOLUNTEER BUREAU
509 College Street
Woodland, CA 95695

BY: [illegible]
Authorized Representative

APPROVED AS TO FORM:

By [illegible]

I, the undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

EXHIBIT A

WOODLAND VOLUNTEER BUREAU

WOODLAND VOLUNTEER BUREAU
747 CLEVELAND STREET
WOODLAND, CA 95695

(916) 662-4955

HOURS: With the assistance of the Woodland Police Department, services are available 24 a day, seven days a week.

PROGRAM: The Woodland Volunteer Bureau serves all destitute persons who are without means for providing the necessities of life.

The Bureau provides food, clothing, housing, transportation services, gasoline, and emergency funds for those destitute persons referred to them by the County and other community based agencies.

The Bureau has some 60 volunteers and a part-time paid coordinator.

AGREEMENT NO. 81-276

FILED
OCT 30 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

THIS AGREEMENT made and entered into this 27th day of October, 1981, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation, hereinafter referred to as TENANT,

W I T N E S S E T H:

WHEREAS, the County of Yolo is authorized to lease real property not needed for the public purposes of the County to or for any non-profit corporation organized for the purpose of care, teaching and training mentally deficient or mentally retarded children in accordance with § 25372 of the Government Code; and

WHEREAS, the hereinafter described real property is not needed for the public purposes of the County and by execution of this lease the Board of Supervisors of LANDLORD has so found; and

WHEREAS, TENANT desires to lease said property for the purpose of care, teaching and training mentally deficient or mentally retarded children;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Description. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, designated as "subject property" on the map marked Exhibit "A", which map is attached hereto and incorporated herein

by reference. Said "subject property" is shown on said map to be the southerly three hundred ten feet, more or less, of the parcel designated as Block 222, Lot 12 located at the corner of Sixth and Cross Streets.

2. Term.

A. The term of this lease shall be for a period of five (5) years.

B. The term shall commence on January 1, 1982.

3. Rent. TENANT shall pay LANDLORD rent at the rate of ONE DOLLAR ($1.00) per year, payable in advance on the first day of January each year during the term of this lease.

4. Use. The premises shall be used and occupied only for the purpose and care, teaching and training of mentally deficient or mentally retarded children and other purposes reasonably related thereto.

5. Utilities. TENANT shall pay all charges for electricity, gas, heat, air cooling, sewer, water, garbage, telephone, and any other utility services used on the premises during the leased term.

6. Repairs and Alterations.

A. TENANT will at its sole cost and expense keep and maintain the said premises and every part thereof in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of LANDLORD as provided in § 1942 of the Civil Code of the State of California, and all rights provided for by § 1941 of said Civil Code.

B. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any additions to or alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

7. Exculpatory Clause. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury in, on, or about, the premises.

8. Insurance. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to limits of coverage, form and insurer. Initially, and until otherwise specified by LANDLORD, the liability under such insurance shall not be less than $100,000.00 for any one person injured or killed, not less than $300,000.00 for any one

accident, and not less than $10,000.00 for property damage. TENANT shall provide LANDLORD with certificates of all policies, including in each instance, an endorsement providing that such insurance shall not be cancelled, except after ten (10) days' notice to LANDLORD.

9. Assignment and Subletting. TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of the LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually convenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

10. Taxes. All real and personal property taxes, general and special assessments, and other charges of various description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against LANDLORD or TENANT shall be paid

by TENANT. TENANT shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their non-payment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), TENANT may at TENANT's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

11. Remedies.

A. Subleases. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to him of any or all such subleases or subtenancies.

B. Advances by LANDLORD. In the event of TENANT's breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce LANDLORD'S rights under this lease or otherwise, the sum, or sums, so paid by LANDLORD, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of

such expenses.

C. Attorney's Fees. In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

D. Personal Property. TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

13. Notices. All notices to be given to TENANT may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the said premises, whether or not TENANT has departed from, abandoned, or vacated the premises. Notices to LANDLORD shall be mailed by registered, or certified mail to:

Chairman, Board of Supervisors
County of Yolo
725 Court Street
Woodland, CA 95695

14. Conditional Limitations. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

15. Waiver. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

16. Construction. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

17. Binding on Successors. Subject to Paragraph 12, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

18. Termination. If TENANT shall fail or cease to use the premises for the purposes set forth in Paragraph 4 herein, LANDLORD may terminate this lease by giving written notice of termination to TENANT. Either party may terminate this lease by giving written notice of termination to the other at least thirty (30) days in advance of the termination date.

19. Inspection and Reporting. In addition to the right of entry on the premises provided by law, the Board of Supervisors of LANDLORD may make an annual inspection of the premises. TENANT shall make an

annual report to said Board of Supervisors on or before August 31 of each year describing and evaluating each program conducted on the premises. The report shall be accompanied by a copy of TENANT's annual audit report. TENANT shall file with the Clerk of said Board of Supervisors and keep current a list of the names and addresses of all its officers, directors, and its Executive Director.

20. This agreement supersedes any and all prior agreements heretofore entered into by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

ATTEST:
Pete E. Lucas, Clerk
BOARD OF SUPERVISORS

By _____
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

BY _____
Deputy Counsel

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, A NON-PROFIT CORPORATION

BY _____
President

BY _____
Secretary

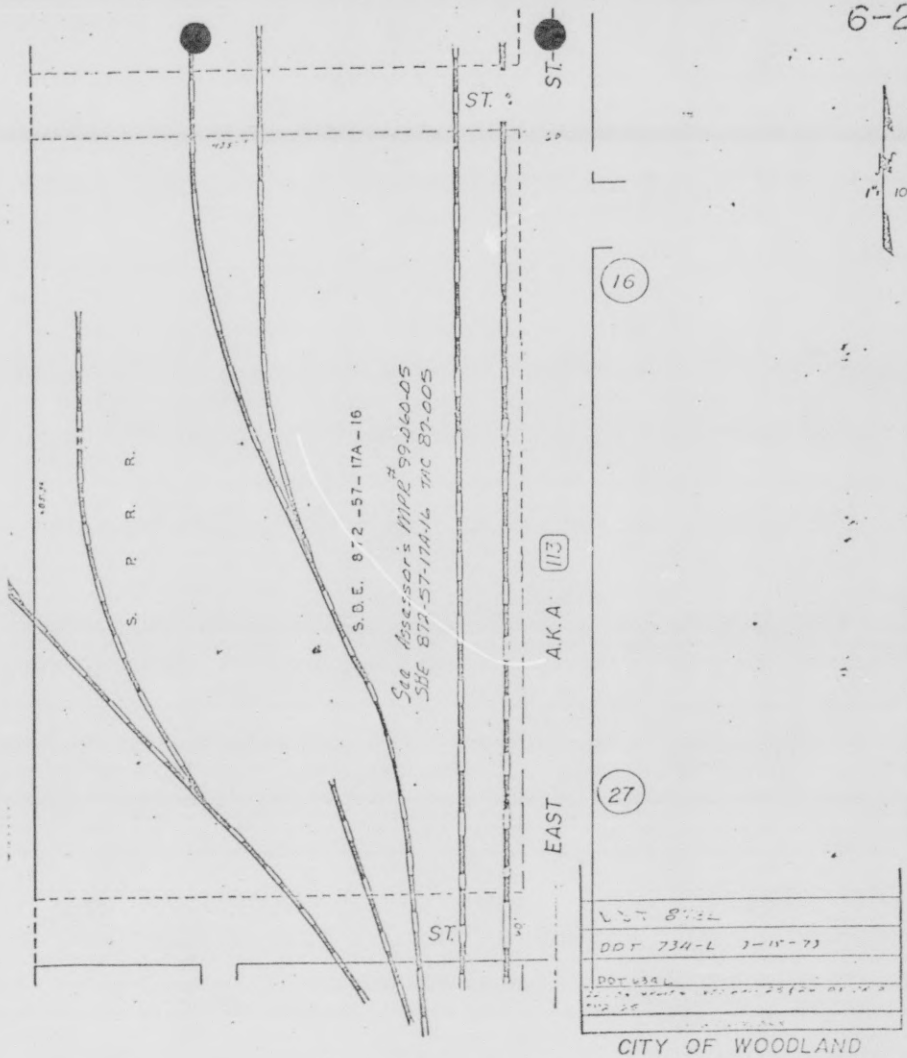
APPROVED AS TO FORM
COUNTY COUNSEL

By _____

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

By _____
Deputy

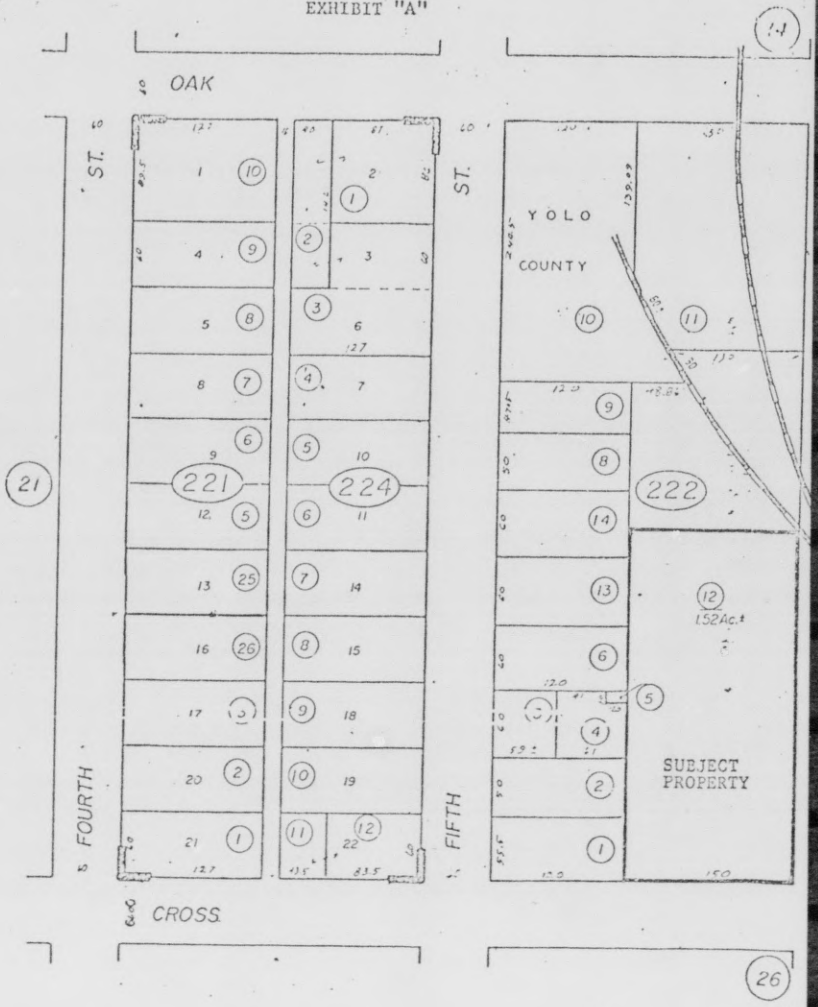


Note: For further information regarding SBE parcels, see SBE Vol. for the Board List of State Assessed Property

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

D

EXHIBIT "A"



M.B. Bk. 2, Pg. 44 – Mosgrove Addition

RETRUN TO
BOARD OF SUPERVISOR
COURTHOUSE RM 104
WOODLAND CALIF 95695

19105

AGREEMENT NO. 81-277

COUNTY OF YOLO, CALIFORNIA

RECORDED Document

FILED

DEC - 2 1981

PETE E. LUCAS, Clerk
BOARD OF SUPERVISORS
BY

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of October, 1981, by and between SITE CONTRACTORS, INC. hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Storm Drain Improvements on West Capitol Avenue West of Sycamore Street,

in accordance with the special provisons and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

BOOK 1499 PAGE 296

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works, West Capitol Avenue Storm Drain Replacement, West of Sycamore Street. (Plan Index No. 205.199-.202) (WO#4353,) Approved 9/14/81 (date) by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within thirty (30) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, adminstrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board

BOOK 1499 PAGE 297

of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being most recently published by the California Department of Industrial Relations and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT FIGURES (In Figures)	TOTAL PRICE (In Figures)
1	Removal of Existing Double 36" CMP and Installation of 54" RCP with Related Improvements	L.S.	_____	L.S $36,500.00
		TOTAL:	$ 36,500.00	

BOOK 1499 PAGE 298

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Robert N Clark
Chairman of the Board of Supervisors

ATTEST:

PETE E. LUCAS,
Clerk of the Board of Supervisors

By Paula M Cooper, Deputy

BY Site Contractors Inc.
5301 Mississippi Bar Dr.
Orangevale, CA 95662
William A. Hahn Pres.
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors,
License No. 344729

APPROVED AS TO FORM:
Charles P. Mack, County Counsel
C. Lee Hughes
Senior Deputy County Counsel

019105

County Of Yolo

N/C

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

19105

BOOK 1499 PAGE 299

FILED

DEC - 9 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Louise M. Cooper
DEPUTY

AGREEMENT NO. 81-278

SURETY AGREEMENT

This Surety Agreement ("Agreement") is made and entered into on the day or dates written hereinbelow by and between the County of Yolo, State of California ("Yolo"), Commuter Bus Lines, Inc., a California corporation ("Commuter"), and First State Bank of Southern California, a California state banking corporation ("FSB"), with reference to the following facts:

RECITALS:

1. Yolo is a county of the State of California duly organized and existing under and pursuant to Article XI, Section 1(a) of the California Constitution.

2. Commuter is a corporation duly organized and validly existing under and pursuant to the laws of the State of California.

3. FSB is a California state banking corporation with its principal place of business located within the City of Lynwood, County of Los Angeles, State of California.

4. Yolo and Commuter have heretofore entered into or are presently contemplating the entering into of a certain agreement and understanding (the "Basic Transportation Agreement", Yolo County Agreement No. 81-265, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference), under the terms of which Commuter has agreed or will agree to render certain services to Yolo relating to the establishment and maintenance of a public transportation system to be operated within Yolo. The parties acknowledge that said agreement includes provisions to modify the levels of service required by Commuter.

5. Yolo desires to receive, and Commuter has agreed or will agree to provide to Yolo, security for the full and complete performance by Commuter of all of Commuter's obligations under the terms of the Basic Transportation Agreement or modifications. In this connection, Commuter has arranged for the establishment at FSB of an irrevocable line of credit in the principal amount of One Hundred Thousand Dollars ($100,000.00), which line of credit shall be pledged by Commuter to Yolo as collateral for the full performance of all of Commuter's obligations under the Basic Transportation Agreement or modifications thereto.

6. The parties hereto desire to enter into this Agreement in order to particularly specify the terms and conditions under which FSB will be obligated to disburse funds to Yolo in the event that Commuter should breach or default under any term or provision of the Basic Transportation Agreement.

NOW, THEREFORE, the parties to this Agreement do hereby make, declare, and enter into the following covenants, agreements, and representations:

Section 1. Irrevocable Line of Credit.

FSB hereby represents and warrants to Yolo that it has heretofore established at its branch office located in the City of Paramount, County of Los Angeles, State of California, for the benefit of Commuter and chargeable to the account of Commuter, an irrevocable line of credit for the principal amount of One Hundred Thousand Dollars ($100,000.00). FSB further represents and warrants that it has heretofore satisfied itself with respect to the credit worthiness and standing of Commuter, and that as a consequence of same, the line of credit referred to herein cannot and will not be revoked by FSB until such time as (i) FSB has received the advance written approval of Yolo with respect to any contemplated revocation; or (ii) Yolo has certified to FSB in writing that Commuter has fully and completely performed each and all of Commuter's obligations under the terms of the Basic Transportation Agreement; or (iii) a judgment has been entered, and the time for appeal from such judgment has expired without any appeal having been taken, with such judgment specifying and decreeing that Commuter has no further obligations or duties remaining to be performed under the terms of the Basic Transportation Agreement. FSB understands and acknowledges that Yolo contemplates relying upon FSB's assurance herein respecting the irrevocability of the herein-described line of credit, and that Yolo would not agree to enter into or perform its obligations under the Basic Transportation Agreement in the absence of such assurances.

Section 2. Security for Obligations.

The line of credit established and maintained by FSB hereunder for the benefit of Commuter shall secure and collateralize the full performance by Commuter of each and all of its obligations under the terms of the Basic Transportation Agreement or any amendments thereto.

Section 3. Administration of Agreement.

(a) Notice by Yolo. In the event that Yolo shall contend or allege that Commuter has breached or defaulted under any term or provision of the Basic Transportation Agreement or any amendment thereto, Yolo may tender written notification of the purported existence of such breach or default to FSB, via certified or registered mail, with postage fully prepaid, return receipt requested. A copy of such written notification shall be directed to Commuter via certified or registered mail, with postage fully prepaid, return receipt requested. In the event

that FSB has not within fifteen (15) days of its receipt of the written notification from Yolo received any written communiction from Commuter denying the existence of any breach or default, or informing FSB of the existence of a dispute between Yolo and Commuter relative to the question of whether a breach or default exists, FSB shall thereafter forthwith disburse to Yolo, against the irrevocable line of credit described elsewhere in this Agreement, such amount as Yolo may have demanded in its first communication to FSB sent via certified or registered mail as described hereinabove; provided, however, that in no case shall FSB's liability hereunder extend to the disbursement of an amount in excess of One Hundred Thousand Dollars ($100,000.00).

(b) Objection by Commuter. In the event that Yolo forwards a written communication to FSB pursuant to Section 3(a) hereinabove, in which Yolo alleges or contends that Commuter has breached or defaulted under any term or provision of the Basic Transportation Agreement, and in the further event that Commuter has, within fifteen (15) days of the date on which FSB receives such written communication, forwarded to FSB in the manner required hereinabove written notification of the fact that Commuter disputes the existence of a breach or default, FSB shall refrain from disbursing any amount under the line of credit established for the benefit of Commuter until such time as a court of competent jurisdiction has entered a judgment or decree respecting the disposition of Yolo's claim that a breach or default by Commuter took place. In such event, FSB shall, no later than thirty (30) days after receipt of Commuter's objection, commence an action in the Yolo County Superior Court for interpleader pursuant to the provisions of Section 386 of the California Code of Civil Procedure.

Section 4. Indemnification of FSB.

Commuter hereby agrees to indemnify and hold FSB free and harmless from and against any and all claims, demands, liabilities, and obligations which may be asserted by Yolo or any party claiming under Yolo pursuant to this Agreement and further agrees to indemnify and hold FSB free and harmless from and against any and all costs and expenses incurred by FSB as a result of any legal proceeding brought based upon facts arising out of or covered by this Agreement, including, without limitation, reasonable attorneys' fees. Upon demand by FSB, Commuter shall forthwith engage and retain counsel of FSB's choosing, at Commuter's sole cost and expense, for the purpose of defending and representing FSB in any action or proceeding brought by Yolo or any party claiming under Yolo against FSB. Without limiting the generality of the foregoing, Commuter further covenants and agrees that it will pay any and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by FSB as a consequence of any proceeding in interpleader filed by FSB pursuant to Section 3(b) hereinabove.

Section 5. Miscellaneous Provisions.

(a) California Law. The construction of this Agreement shall be governed by the laws of the State of California as presently enacted or hereafter existing.

(b) Notices. Any notices sent pursuant to this Agreement shall be deemed received by the party or parties to whom such notices are directed seventy-two (72) hours after the postmark set forth on such notices. All notices shall be forwarded to the addresses set forth hereinbelow, and each party hereto shall receive a copy of any notice directed hereunder to any other party:

If to Yolo

County of Yolo
Department of Public Works
292 West Beamer Street
Woodland, California 95695
Attention: Lloyd H. Roberts, Director

If to Commuter

Commuter Bus Lines, Inc.
11123 Long Beach Boulevard
Lynwood, California 90262
Attention: Mr. William Bourne
Mr. James Carson

If to FSB

First State Bank of Southern California
15950 Paramount Boulevard
Paramount, California 90723
Attention: Mr. Daniel Wade

With a Copy to

Cayer, Johnson & Westrup
A Professional Law Corporation
3711 Long Beach Boulevard
Suite 1016, Bixby Knolls
Long Beach, California 90807
Attention: John J. Cayer, Esquire
Gary L. Marsh, Esquire

(c) Amendment or Modification. This Agreement may not be amended or modified, or otherwise altered, except by a written instrument executed by each of the parties hereto. No purported oral or other non-written amendment, modification, alteration, or waiver shall be of any force or effect unless later confirmed in a signed writing; provided, however, that amendments to the Basic

Transportation Agreement pursuant to its terms shall not constitute an amendment of this Agreement.

FSB hereby expressly acknowledges and agrees that no change, extension of time, forebearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Basic Transportation Agreement, whether by virtue of the provisions for modifications contained therein or by separate agreement between Commuter and Yolo, shall in any manner affect its obligations on this agreement, and FSB hereby expressly waives notice of and consents to any such change, forebearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

(d) Representation of Authority. Yolo, Commuter, and FSB each covenant and represent to one another that they each have the valid authority to execute, deliver, and enter into this Agreement, and that this Agreement, and each of its provisions, is valid and enforceable in accordance with its terms as to each party hereto.

(e) Void Provisions. Any provision contained herein which is adjudged to be void, illegal, or otherwise unenforceable shall be deemed to be severable and further deemed deleted from the text hereof, provided that such severable provision does not in its absence seriously impair the rights and obligations of the parties in light of their intentions evidenced hereby.

(f) Effectiveness. This Agreement shall not be binding or effective as to any party hereunder until such time as its execution and delivery by Yolo has been approved and ratified by the Board of Supervisors of the County of Yolo.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day or dates written hereinbelow opposite their respective signatures.

/ / /

/ / /

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/ / /

/ / /

COUNTY OF YOLO

Dated: 12/3/81. BY Lloyd H Roberts
LLOYD H. ROBERTS, Director of
Department of Public Works

COMMUTER BUS LINES, INC., a
California Corporation

Dated: 12-3-81. BY William D. Bourne
WILLIAM BOURNE, President

FIRST STATE BANK OF SOUTHERN
CALIFORNIA, a California state
banking corporation

Dated: 11-11-81. BY Daniel Wade
DANIEL WADE, Senior Vice-President

BK

FILED

DEC 14 1981

PETE G. LUCAS, CLERK OF THE BOARD
BY Laura M. Galvan
DEPUTY

AGREEMENT NO. 81-279

(Agreement Amending Agreement No. 79-414: License Agreement)

THIS AGREEMENT, made and entered into this 3rd day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and the Woodland Joint Unified School District of Sutter and Yolo Counties, California, hereinafter called DISTRICT,

W I T N E S S E T H:

RECITALS:

1. COUNTY and DISTRICT have entered into that certain license agreement known as Agreement No. 79-414 on the 16th day of October, 1979, a copy of which is attached hereto and incorporated herein by this reference.

2. COUNTY desires to grant DISTRICT permission to use a portion of COUNTY property in addition to that covered by the terms of Agreement No.79-414, for storage of Driver's Training cars as part of DISTRICT's educational program.

NOW, THEREFORE, IT IS AGREED by and between the parties that:

AGREEMENTS:

1. The description of the COUNTY property on which DISTRICT may store its vehicles contained in Paragraph 2 of Agreement No. 79-414 is amended to read and provide as follows:

> The land is a parcel with dimensions of 160 feet by 250 feet containing 40,000 square feet located at the northeast corner of the existing County Corporation Yard at Ashley Street and Beamer Street in Woodland, California; plus a 36 foot square parcel containing 1296 square feet, located immediately south of the southern boundary of and west of the southerly extension of the eastern boundary of the major parcel previously described.

/ / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

2. There shall be added following the word "buses" in each of the following sections of Agreement No. 79-414 the phrase "and Driver's Training cars":

RECITALS, Paragraph 2

Paragraph 1, Use Granted

Paragraph 2, Description

Paragraph 9, Utilities

3. In all other respects, Agreement No. 79-414 is hereby ratified and confirmed by the parties without change.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 3rd day of November, 1981.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: I V O
PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS
BY Paula M. Cooper
DEPUTY
(SEAL)

I, Undersigned County Clerk of the Board of Supervisors of the State of California certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

DISTRICT:

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

BY O John Taylor
O. JOHN TAYLOR, ACTING SUPERINTENDENT
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

NOV 5 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-280

THIS AGREEMENT, dated for convenience this 3rd day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC., a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H

RECITALS:

A. COUNTY is desirous of making provisions for bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the East Yolo Spanish-speaking community.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the

express written consent of COUNTY, and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be be made to PROVIDER upon receipt of a report covering compensation earned to

termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of of this agreement, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY, and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER, the sum of $9,122 in equal twelve (12)/monthly payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

PROVIDER:

EAST YOLO CONCILIO, INC., a non-profit corporation

BY: Lucille Mace, President
Authorized Representative

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper
(DEPUTY)

(SEAL)

APPROVED AS TO FORM

By Kenneth D. Potts

EXHIBIT A
EAST YOLO CONCILIO, INC.

EAST YOLO CONCILIO, INC.
950 Sacramento Avenue
Broderick, CA 95605
(916) 372-5590

OPEN: Monday through Friday, 1:00 p.m. to 5:00 p.m.

CLOSED: All county holidays.

SERVICES:

The East Yolo Concilio, Inc. will provide to the Spanish-speaking community four types of services; translation, advocacy, information and referral, and completion of forms.

TRANSLATION/INTERPRETATION SERVICES shall be provided when Spanish-speaking clients must communicate with the traditional agencies, i.e., social services, schools, hospitals, police. In addition, translation of written communications will be provided.

ADVOCACY SERVICES shall be provided for Spanish-speaking clients who do not understand the workings of a bureaucracy, public or private, and who are incapable of articulating on their own behalf.

INFORMATION & REFERRAL SERVICES shall be provided to assist the Spanish-speaking clients in utilizing available resources, and over-coming cultural barriers in obtaining employment and receiving benefits to which one might be eligible.

COMPLETION OF FORMS Assistance to clients in completion of all types of forms.

FILED

NOV - 5 1981

E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
DEPUTY

AGREEMENT NO. 81-281
(EAST YOLO CONCILIO, INC.)

THIS AGREEMENT, dated for convenience this 3rd day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC., a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY, and any attempt by PROVIDER to assign or subcontract

any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be

paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY, and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to the PROVIDER the sum of $13,500 of which the PROVIDER agrees to expend $4,405 on the direct purchase of food. The sum of $13,500 will be paid to the PROVIDER in twelve (12) equal monthly payments, for the months beginning July 1, 1981 and ending June 30, 1982. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month.

17. TERM. The term of this contract shall commence on July 1, 1981 and end on June 30, 1982.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Linda M Cooper
Deputy

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Linda M Cooper
(DEPUTY)

(SEAL)

PROVIDER:

EAST YOLO CONCILIO, INC., a non-profit corporation

BY Lucille Moore President
Authorized Representative

APPROVED AS TO FORM
COUNTY COUNSEL

By Hay D. Roth
DEPUTY COUNTY COUNSEL

EXHIBIT A

(EAST YOLO CONCILIO, INC.)

EAST YOLO CONCILIO, INC. (FOOD DISTRIBUTION)
350 C STREET
BRODERICK, CA 95605

HOURS: 1:00 p.m. - 5:00 p.m. Monday through Friday

SERVICES:

FOOD DISTRIBUTION: Emergency food and food supplies will be distributed to those citizens who have no other resource available. Food will be provided for a maximum of three days unless a weekend is involved in which case five days is the maximum.

FOOD COLLECTION: Donations of food will be solicited and purchases made in an effort to insure that needy persons receive a balanced diet. The food closet will provide a central point for all food distribution in the East Yolo area.

FILED

NOV - 5 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-282

(AGREEMENT FOR SHELTER CARE WITH DIOGENES, INC.)

THIS AGREEMENT, made and entered into this 3rd day of November, 1981, by and between the COUNTY OF YOLO, DEPARTMENT OF SOCIAL SERVICES, and DIOGENES, INC.

W I T N E S S E T H

I. RECITALS:

A. It is the intent of Yolo County to provide a coordinated and comprehensive service to youths and develop case plans which are in the best interest of minors.

B. Diogenes, Inc., represents that it possesses the necessary facility to provide certain services in keeping with the intent of Yolo County and agrees to carry out those services under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc., under the direction of the Department of Social Services, shall provide sheltered care for minors described in Section 601 of the Welfare and Institutions Code for a period not to exceed ninety (90) days as provided by Section 654 of the Welfare and Institutions Code. Diogenes, Inc. has the right to refuse services to any child who would be disruptive to their program or who would not benefit from their services.

B. The services provided to said minors by Diogenes, Inc. are those described in Exhibit A, which is attached hereto and incorporated by reference thereto. Failure by Diogenes, Inc. to confine its services to those described in Exhibit A shall constitute a material breach of this agreement, and the County may, at its sole option, immediately terminate this agreement as provided in Paragraph O.

C. The Department of Social Services will pay to Dioegenes, Inc. a per diem rate of $50.00 for each minor who is sheltered there with the

authorization of the Department of Social Services. The Department will also pay $50 per day for minors placed at Diogenes, Inc. by the Probation Department after authorization by the Probation Department staff. The maximum payable under this contract shall be $40,000.

D. Payment will be made to Diogenes, Inc. on a monthly basis, upon rendition of a claim by Diogenes, Inc., identifying each minor placed, the agency placing each minor, the date of placement and the date of removal of each minor from Diogenes, Inc.

E. The Department of Social Services has the right to discontinue its services and obligations to minors placed at Diogenes, Inc. if it is determined that the service is no longer needed, or the minor is not benefitting and is not in need of protection. Diogenes, Inc. has an option to continue service without being paid by the County.

F. Without limiting Diogenes' agreement to indemnify the County, Diogenes, Inc. agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. Diogenes, Inc. further agrees to maintain in full force and effect the policy or policies of insurance which are described in Exhibit B, attached hereto, and incorporated herein by reference. Diogenes, Inc. agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice to the County in writing at least ten (10) days in advance of such cancellation or modification and agrees to abide with reasonable requirements imposed by the County upon said cancellation or modification. Diogenes, Inc. further agrees that at all times during the performance of this agreement, Diogenes, Inc. will, at its sole cost, maintain worker's compensation insurance fully covering all employees of Diogenes, Inc.

G. Diogenes, Inc. agrees and warrants that it shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, although groundless, losses, liabilities or damages,

including costs and attorneys' fees arising in any way out of or resulting from the performance of this agreement, caused in whole or in part by any act or omission of Diogenes, Inc., or anyone directly or indirectly employed by Diogenes, Inc., regardless of whether or not it is caused in part by a party indemnified hereunder.

Diogenes, Inc., further agrees to save the County harmless from any claim of liability, including costs and attorneys' fees arising out of Diogenes, Inc.'s performance under this contract, including any action taken by the State of California pursuant to Welfare and Institutions Code Sections 1805-1818, and as they may be amended, or Subchapter 5 of Chapter 2 of Division 4 of Title 15 of the California Administrative Code, concerning funds received by Diogenes, Inc. pursuant to this agreement or for any activity or program undertaken thereunder. This shall include, but is not limited to, (1) any order that the County pay over to the State of California any amount of money, (2) any order whereby the State of California withholds from subsequent payments any amount of money, or (3) any order whereby the County's entitlement is to be reduced by any amount of money, as a result of Diogenes' actual or alleged violation or non-conformance with Welfare and Institutions Code Sections 1805-1818, and as they may be amended, any regulations or administrative rulings promulgated pursuant thereto, or with any federal, state or local law, regulation or ordinance made applicable thereby.

Diogenes, Inc. agrees that it has read and understands Welfare and Institutions Code Sections 1805-1818 and the regulations promulgated pursuant thereto, and will comply with the requirements contained therein.

H. It is specifically understood and agreed that Diogenes, Inc. is an independent contractor and is not subject to the direction and control of the County except as to final results. Diogenes, Inc. shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. Diogenes, Inc. agrees to

indemnify and hold the County harmless from any liability which it may incur to the federal, or state government as a consequence of this agreement.

I. This agreement is not assignable in whole or in part without the written consent of the County. Such consent, once given, shall not be deemed to waive the requirement of consent by the County for any subsequent assignment.

J. Diogenes, Inc. shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval by the County.

K. Any waiver by the County of any default, breach, or condition of this agreement shall not be construed as a waiver by the County of any other default, breach or condition, or any other right hereunder.

L. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior to contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in interest.

M. This agreement shall bind and inure to the benefit of the successors in interest of the County and Diogenes, Inc. in the same manner as if such party had been expressly named herein.

N. The term of this agreement is for twelve (12) months, starting July 1, 1981 and ending on June 30, 1982, or until the maximum payment of $40,000 is reached, whichever occurs first.

O. Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such notice. The County may terminate this agreement without notice for violation by Diogenes, Inc. of any term or condition of this agreement. In the event that

Diogenes, Inc. should lose its federal funding, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 3rd day of November, 1981.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Deputy

COUNTY OF YOLO, a political subdivison of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DIOGENES, INC.

BY _____
Authorized Representative

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY _____
(DEPUTY)

(SEAL)

APPROVED AS TO FORM

_____

EXHIBIT A

Description of Services and Program

1. The Department of Social Services has responsibility for all minors described in Section 300 and 601 of the Welfare and Institutions Code who are referred to Diogenes, Inc. by a law enforcement or other County agency. The primary case plan will be established by the Department of Social Services in coordination with the staff of Diogenes, Inc.

2. Upon delivery of all such minors by the above agencies to Diogenes, Inc., Diogenes staff will contact the Department of Social Services immediately so that a decision can be made about temporary shelter of the minor based upon the best interests of the minor. No minor will be removed from Diogenes, Inc. solely on the basis of financial expediency.

3. All minors who fall within the provisions of Section 300 of the Welfare and Institutions Code will be immediately sheltered at the contract foster homes upon Diogenes' acceptance of an adjudicated 601.

4. Shelter care services provided by Diogenes, Inc. shall include any immediate counseling and supportive services that are necessary for the minor's successful adjutment while in sheltered care, to include coordination with the Department of Social Services in providing transportation to and from medical appointments and school. Primary long-term case work planning and follow-up shall be the responsibility of the Department of Social Services' staff in coordination with staff of Diogenes.

5. Under the direction of the Department of Social Services, Diogenes, Inc. staff may provide short-term crisis casework services to minors referred under the jurisdiction of the Department of Social Services. Casework services shall be aimed at return of the minor to his/her home within five (5) days. After five (5) days, the Department of Social Services will assume primary responsibility for the development of the case plan and further counseling. The Department of

Social Services may, at its discretion, deliver the minor to one of its shelter facilities in preparation for a longer term of placement.

6. When a minor is receiving services at Diogenes, Inc., not under referral from the Department of Social Services, and a determination is made by Diogenes that the minor requires foster placement by the Department of Social Services, the Department of Social Services shall pay Diogenes the per diem rate for those cases accepted for service by the Department of Social Services from the date of referral by Diogenes to the Department of Social Services. The Department of Social Services is required to accept or reject the referral within two (2) working days of date of referral. There will be no retroactive pay for the period before the referral to the Department of Social Services.

7. The Department of Social Services will be responsible for the return of out-of-state and out-of-county runaway youths.

8. Any minor being considered by the Department of Social Services for a voluntary placement or court placement may be removed from Diogenes, Inc. to one of the department's shelter care facilities in preparation for placement.

9. The Department of Social Services staff shall maintain daily contact during the work week with Diogenes Youth Services when minors under the Department of Social Services' jurisdiction are sheltered there.

10. In the event of a disagreement between a Diogenes caseworker and the Department of Social Services social worker regarding the most appropriate case plan, the dispute will be referred to the supervisory level for resolution.

11. In cooperation with the Yolo County Department of Social Services, Diogenes will develop and maintain a written procedure for the day to day interaction between Diogenes staff and Yolo County Department of Social Services staff.

EXHIBIT B

Financial Information About the Agency

1. Agency's Insurance Agent

Agency: A. Mason B lodgett & Associates

Address: 50 California Street, San Francisco, Ca. 94111

Telephone: 415 788 0300

Name of Insurance Companies: Excess Insurance Company, Ltd.
American Universal Insurance Company
Great Southwest Fire Insurance Company

Public Liability Limits: $300,000

Combined Single Limit: $300,000

Excess Coverage: To $1,000,000

2. Agency Employees:

Agency Employee Identification Number: 23-7348227

3. Federal Income Exemption Status:

Agency's IRS Exemption Letter attached: ___Yes x No

FILED

NOV - 5 1981

PETE E. THOMAS
BOARD OF SUPERVISORS
By Linda M. Cleger Deputy

AGREEMENT NO. 81-283

(AGREEMENT FOR SERVICE WITH DIOGENES, INC.)

THIS AGREEMENT, made and entered into this 3rd day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, and DIOGENES, INC.,

W I T N E S S E T H:

I. RECITALS:

A. County desires to make provisions for general support services to youth currently being referred for shelter to Diogenes, Inc. by the County's Department of Social Services and Probation Department.

B. Diogenes, Inc. represents that it has the expertise and facilities to provide such support services.

C. Diogenes, Inc. agrees to carry out the services for the County of Yolo described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc. agrees to render services to the County of Yolo in accordance with the Program Element Description, a copy of which is marked Exhibit A, and is attached hereto and incorporated by reference thereto.

B. The County of Yolo shall pay to Diogenes, Inc., the total sum of $17,250 in four (4) quarterly payments, for the quarters ending September 30, 1981; December 31, 1981; March 31, 1982 and June 30, 1982. Each payment shall be in the amount of $4,312.50. Payment will be made upon the rendition of a claim by Diogenes, Inc. at the end of each quarter.

C. Without limiting the agreement of Diogenes, Inc. to indemnify the County of Yolo, Diogenes, Inc. agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. Diogenes, Inc. further agrees that

at all times during the performance of this agreement, Diogenes, Inc. will, at its full cost, maintain worker's compensation insurance fully covering all employees of Diogenes, Inc. Diogenes, Inc. agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice to the County in writing at least ten (10) days in advance of such cancelation or modification and agrees to abide with reasonable requirements imposed by the County upon said cancellation or modification.

D. Diogenes, Inc. agrees and warrants that it shall indemnify, defend, and hold harmless County, its officers, agents and employees, from any and all claims, although groundless, losses, liabilities or damages, including costs and attorneys' fees, arising in any way out of or resulting from the performance of this agreement, caused in whole or in part by any act or omission of Diogenes, Inc. or anyone directly or indirectly employed by Diogenes, Inc., regardless of whether or not it is caused in part by indemnified hereunder.

Diogenes, Inc., further agrees to save County harmless from any claim of liability, including costs and attorneys' fees arising out of Diogenes, Inc.'s performance under this contract, including any action taken by the State of California pursuant to Welfare and Institutions Code Section 1805-1818, and as they may be amended, or Subchapter 5 of Chapter 2 of Division 4 of Title 15 of the California Administrative Code concerning funds received by Diogenes, Inc. pursuant to this agreement or for any activity or program undertaken thereunder. This shall include, but is not limited to, (1) any order that County pay over to the State of California any amount of money, (2) any order whereby the State of California withholds from subsequent payments any amount of money, or (3) any order whereby County's entitlement is to be reduced by any amount of money as a result of Diogenes, Inc.'s actual or alleged violation or non-conformance with Welfare and Institutions Code Sections 1805-1818, and as they may be amended, any regulations or

administrative rulings and promulgated pursuant thereto, or with any federal, state or local law, regulation or ordinance made applicable thereby.

E. It is specifically understood and agreed that Diogenes, Inc. is an independent contractor, and is not subject to the direction and control of the County of Yolo except as to final result. Diogenes, Inc. shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. Diogenes, Inc. agrees to indemnify and hold the County of Yolo harmless from any liability which it may incur to the federal or state government as a consequence of this agreement.

F. This agreement is not assignable in whole or in part without the written consent of the County. Such consent, once given, shall not be deemed to waive the requirement of consent by the County for any subsequent assignment.

G. Diogenes, Inc. shall not enter into subcontracts for any of the services contemplated under this agreement without first obtaining written approval by the County.

H. Any waiver by the County of any default, breach, or condition of this agreement shall not be construed as a waiver by the County of any other default, breach or condition, or any other right hereunder.

I. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration of any term of this agreement shall be valid unless made in writing signed by the parties hereto or their successors in interest.

J. This agreement shall bind and inure to the benefit of the successors in interest of the County and Diogenes, Inc. in the same manner as if such party was expressly named herein.

K. The term of this agreement is for a period of one (1) year from July 1, 1981 through June 30, 1982.

L. Either party to this agreement may terminate the agreement upon delivery to the other party a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such notice. The County may terminate this agreement without notice for violation by Diogenes, Inc. of any term or condition of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 3rd day of November, 1981.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Deputy

COUNTY OF YOLO

BY Robert N Clark
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY (DEPUTY)

(SEAL)

DIOGENES, INC.

APPROVED AS TO FORM
COUNTY COUNSEL

By DEPUTY COUNTY COUNSEL

BY Marie E. Marsh
Authorized Representative

EXHIBIT A

(DIOGENES YOUTH SERVICES)

SUMMARY OF PROGRAM

Diogenes Youth Services is currently funded by AB 90 monies to provide shelter care and support services to youth referred for shelter by the Department of Social Services, Probation, and all departments of law enforcement throughout Yolo County. Diogenes' services are available 24 hours a day via its hotline or on a walk-in basis. Services available include individual, group and family counseling, shelter care for youth aged twelve through seventeen, information and referral, client transportation (provided directly by staff or arranged), and case advocacy. Medical, legal and alternative placement assistance are available through our volunteer consultants and other referral sources. On the average, Diogenes maintains 25 volunteers engaged in various levels of training and service provision.

...ice System Subvention Program
...Element

EXHIBIT B

FISCAL YEAR
1981/82

23. RENTS & LEASES ARE NOT CLAIMED FOR COUNTY OWNED FACILITY [X]

24. INDIRECT COUNTY COSTS ARE NOT CLAIMED [X]

25. CJSSP USED AS MATCH FOR OTHER FUNDS: YES [ ] NO [X] PARTLY [ ]

26. PERSONNEL POSITIONS:

POSITION	NUMBER	% OF TIME	POSITION	NUMBER	% OF TI
Volunteer Coordinator/ Caseworker	1	100%			
Secretary I	1	42%			

27. SUMMARY BUDGET:

Salaries & Benefits	$17,250
Services & Supplies	0
Other Charges	0
Fixed Assets	0
Capital Construction	0
TOTAL	$17,250

28. CAPITAL CONSTRUCTION FUNDS ACCRUED FROM PREVIOUS YEARS

FILED

NOV - 5 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-284

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 1st day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Karen M. Tait, M.D., California BMQA No. G40517, hereinafter referred to as PROVIDER

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall.
3. COUNTY operates through its Health Services agency, Public Health Division, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROVIDER represents he is a State of California Licensed Physician and Surgeon, duly qualified to practice medicine, and has no limitations, suspensions, or restrictions placed on said license or his practice of medicine by the State of California, Board of Medical Quality Assurance and Board of Pharmacy; and that he is certified by the State of California Board of Medical Quality Assurance to supervise a Physician's Assistant.
5. Therefore, COUNTY desires to enter into an agreement with PROVIDER for the rendering of the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Responsible for the quality of INMATE medical care in COUNTY'S Branch and Main Jails, hereinafter referred to as JAILS.

b. Consult with COUNTY'S herein designated representatives on matters related to PROGRAM compliance in the JAILS with the medical services provisions of the Minimum Standards for Local Detention Facilities promulgated by the State Board of Corrections (15 CAC, Section 1161).

c. On behalf of the COUNTY HEALTH OFFICER, PROVIDER or his designated replacement is to be on call twenty-four (24) hours per day for the rendition of medical emergency services or telephone consultation, at the discretion of the physician, to INMATES of the County Jail and persons in the custody of the Sheriff. PROVIDER'S designated replacement shall be approved in advance by the Health Officer of COUNTY.

d. Serves as Supervising Physician for PROGRAM'S Physician's Assistant when the Physician's Assistant is providing health care services in COUNTY'S JAILS. Said supervision of the Physician's Assistant shall be conducted in accordance with regulations of the State of California Board of Medical Quality Assurance and herein described standardized procedures and shall include, as a minimum, assignment to PROVIDER of the responsibility to make all final diagnoses, to issue all prescriptions, to review treatment plans on at least a selected basis.

e. Provide a suitable and qualified replacement, agreeable to perform under the terms and conditions of this agreement, in his absence, and to provide one week's advance notice of planned absences to COUNTY'S herein designated representatives.

f. Review and approve or modify all herein described JAIL Diagnosis and

Treatment Protocols.

g. Review and consult from time to time with COUNTY'S herein designated representatives concerning the effectiveness and efficiency of the herein described standardized procedures, and herein described Diagnosis and Treatment Protocols.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S JAIL AND JUVENILE HALL, a Physician's Assistant to perform medical care services as defined and authorized, and to the maximum extent of that authorization, by the Business and Professions Code, Section 3500 et seq. Said services shall be conducted in accordance with herein described standardized procedures and shall include as a minimum assignment to the Physician's Assistant for the JAILS aspect of PROGRAM, the responsibility to perform examinations, make preliminary diagnoses subject to the review of PROVIDER, recommend prescriptions to the PROVIDER, and formulate treatment plans subject to the selective review of PROVIDER. This Physician's Assistant will be further responsible for the medical supervision of assigned and hereinafter described Licensed Vocational Nurses.

b. Provide to COUNTY'S JAILS and JUVENILE HALL Licensed Vocational Nurses in such arrangements of staff time with PROGRAM'S authorization strength as are assigned by the Physician's Assistant, to administer medications.

c. Designate hereinafter representatives for the purpose of performing the herein described consultation and administrative functions.

d. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. COUNTY'S designated representatives for consultation are the

PHYSICIAN'S ASSISTANT, the Director of Public Health, and the Health Department's Public Health Physician.

b. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized procedures, attached hereto as Exhibit "A", and incorporated herein by reference thereto, governing the working relationship of PHYSICIAN, PHYSICIAN'S ASSISTANT, and LICENSED VOCATIONAL NURSES. These standardized procedures will be reviewed and modified from time to time by COUNTY'S herein designated representatives after consultation with PHYSICIAN. If modified, this agreement need not be amended for the modification procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis and treatment protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of generally encountered primary care situations, subject to PHYSICIAN'S review and approval or modification insofar as these protocols affect PHYSICIAN'S JAIL responsibilities. If modified this agreement need not be amended for the modification protocols to be fully binding.

6. HOURS OF OPERATION: Unless otherwise modified through the operation of any other provisions of this agreement, services hereinunder are to be rendered Monday through Friday 8:00 a.m. through 5:00 p.m. and for two hours on Saturday and two hours on Sunday.

7. PAYMENT:

a. For services rendered hereinunder COUNTY shall pay PHYSICIAN the sum of ONE THOUSAND ONE-HUNDRED SIXTY-SEVEN DOLLARS ($1,167) per month, less the cost of replacement coverage, as compensation for services.

b. The maximum compensation for services rendered under the terms of this agreement shall be _____ ($) per term of this contract.

d. Said payments shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY detailing hours and dates of service. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that contractor is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. Contractor agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

a. Liability will be assessed in accordance with the common law.

b. PROVIDER shall be included on COUNTY'S professional liability coverage as an added insured.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached thereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given

personally or by depositing the same in the United States Mail, postage prepaid, and addressed to PHYSICIAN or the Director of Public Health as applicable, at the last known address of either.

12. TERM: The term of this agreement shall commence upon execution and shall terminate on June 30, 1982, unless sooner terminated by either party on thirty (30) days' written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivsion of the state of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE LUCAS, Clerk
of the Board of Supervisors

BY Paula M Cooper
DEPUTY

X Lucia M Test

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES B. MACK
COUNTY COUNSEL

BY Elizabeth A. Stalte
DEPUTY COUNTY COUNSEL

FILED

NOV - 5 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____ DEPUTY

AGREEMENT NO. 81-285

(Agreement for Special Architectural Services)

THIS AGREEMENT, dated for convenience this 1st day of November, 1981, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY") and BENITO JOSEPH CRESCIONE (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. The board of supervisors of a county is authorized by Government Code Section 31000 to contract for special services on behalf of a county with persons specially trained, experienced, expert and competent to perform special architectural services.

2. The Board of Supervisors desires to contract with such a person to provide special architectural services to the County and its County Facilities and Grounds Maintenance Department.

3. CONTRACTOR represents that he is such a person and desires to enter into a contract for, and to provide such services, to COUNTY.

AGREEMENTS:

1. SERVICES. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish the following described special architectural services exclusively to COUNTY and its County Facilities and Grounds Maintenance Department during the term of this agreement:

   A. Complete monitoring of the Juvenile Court construction project;

   B. Complete architectural plans for the main Museum building;

   C. Monitoring improvements at the Museum cottage;

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COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

D. Assist in reviewing the final plans for the County Administration Building; and

E. Consult with County Counsel on complete specifications for a blanket construction contract to be used by the County for future construction projects.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

4. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

5. INDEMNITY AND DEFENSE. COUNTY agrees to extend to CONTRACTOR as to any action or proceeding on account of an act or omission of CONTRACTOR within the scope of services for COUNTY provided pursuant to this Agreement, those rights of indemnification, including the right that the County pay any judgment or pay any compromise or settlement of a claim or action and right to provision for a defense of actions or proceedings as are granted to employees of a public entity against such public entity by the provisions of Division 3.6 of Title 1 of the Government Code.

6. RESIGNATION. By execution and delivery of this Agreement, CONTRACTOR resigns as an employee of COUNTY effective November 1, 1981.

7. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State governments as a consequence of this contract.

8. TIME. Time is of the essence of this Agreement.

9. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

10. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having

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TEL. NO.: (916) 666-8211

jurisdiction over the project, and shall maintain any presently required permits.

11. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

12. TERM. The term of this contract shall commence on November 1, 1981, and shall terminate on April 30, 1982.

13. COMPENSATION. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein does agree to provide as total compensation to CONTRACTOR and for all of CONTRACTOR's expenses incurred in the performance hereof, the following:

A. The sum of One Thousand Six Hundred Seven Dollars and 50/100 ($1,607.50) payable on the first and sixteenth day of each calendar month commencing on November 16, 1981, in return for each prior one half month of service under this Agreement.

B. The COUNTY shall reimburse CONTRACTOR on a claim for the amount of premiums actually paid to provide health insurance comparable to that actually enjoyed by CONTRACTOR on October 31, 1981.

C. COUNTY shall reimburse CONTRACTOR for reasonable and necessary travel expenses incurred in the performance of the services rendered pursuant to this contract in accordance with prevailing COUNTY policy.

14. LOGISTICAL SUPPORT. COUNTY shall provide reasonable and necessary clerical support, office space, telephone and office supplies.

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

Dated: November 3, 1981.

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

_____
Deputy

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

CONTRACTOR:

Dated: 10/28/81.

_____
BENITO JOSEPH CRESCIONE

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

AGREEMENT NO. 81-286

(Agreement Amending Agreement No. 81-219)

THIS AGREEMENT, made and entered into this 3rd day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Dennis S. White, dba White's Messenger Service, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. On October 1, 1981, COUNTY and CONTRACTOR entered into Agreement No. 81-219.
2. COUNTY desires additional service from CONTRACTOR and CONTRACTOR desires to provide said service.

AGREEMENTS:

1. Subparagraph I.A.5. is added to Agreement No. 81-219 as follows: Perform bi-weekly route to deliver 24 packages containing payroll warrants to 19 locations on County-established paydays and to obtain receipt signatures therefor.
2. Paragraph II. is amended to read as follows: In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of Three Thousand Two Hundred Forty Nine Dollars and 33/100 ($3,249.33) per month.
3. In all other respects, Agreement No. 81-219 is confirmed.

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/ / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blanken
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY Phyllis M Cooper
DEPUTY

(SEAL)

DENNIS S. WHITE
dba WHITE'S MESSENGER SERVICE

BY
Dennis S. White

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Phyllis M Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 327
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

COOPERATION AGREEMENT

AGREEMENT NO. [redacted]87

This Agreement entered into this 3rd day of November, 19 81, by and between the Housing Authority of the County of Yolo (herein called the "Local Authority" or "LHA"), a Public Housing Agency or PHA as defined in the U.S. Housing Act of 1937, as amended, and the County of Yolo, State of California (herein called the Municipality"), WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

   (a) The term "Project" shall mean any low-income housing hereafter developed or acquired by the Local Authority with financial assistance of of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-income housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement. Further the term "Project" means a "low rent housing project" as that term is used in Article XXXIV of the Constitution of the State of California.

   (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

   (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

2. The local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 37 units of low-income housing and (b) to develop or acquire and administer such Project of Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the Constitution and statutes of the State of California, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other costs or charge for or with respect to such Project.

   (b) Each such annual payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent of the Shelter Rent actually collected but in no event to exceed ten percent of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

   (c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(c) Upon failure of the Local Authority to make any Payment in Lieu of Taxes no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to do so without cost or expense to the local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

5. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together will all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (inconsideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-income housing projects owned or operated by the Local Authority.

7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property interest, direct or indirect, an any Project or any property included or planned to be included in any project, an any contract in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-income housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of, and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

Attest: PETE E. LUCAS, Clerk of the Board of Supervisors

Ruth P. Cooper
(Signature)

Deputy Clerk
(Type Name & Title)

COUNTY OF YOLO
(Corporate Name of Municipality)

By Robert N Black
(Signature)

ROBERT N. BLACK
Chairman, Board of Supervisors
(Type Name & Title)

(SEAL)

Attest:

(Signature)

(Type Name & Title)

(Corporate Name of Local Authority)

(Signature)

(Type Name & Title)

RETURN TO:
BOARD OF SUPERVISOR
COURTHOUSE ROOM 104
WOODLAND, CALIF 95695

19103

Recorded Document

FILED

DEC - 2 1981

PATTIE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Connie Olson
DEPUTY

AGREEMENT NO. 81-288

(Agreement Amending Land Use Contract)

THIS AGREEMENT, made and entered this 28 day of October, 1981, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and MAHLON M. S. HILE, 3550 East Fairmont, Fresno, California, 93726, hereinafter referred to as "SUCCESSOR",

W I T N E S S E T H:

RECITALS:

1. COUNTY and THERESA L. HILE entered into a Land Use Contract, Yolo County Agreement No. 70-540 which was recorded in the Office of the County Recorder of the County of Yolo in Book 961 of Official Records at Page 325.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNER and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-540.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States

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COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BOOK 1499 PAGE 283

mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS
CLERK OF THE BOARD OF SUPERVISORS

By: _____
DEPUTY

(SEAL)

SUCCESSOR

_____
MAHLON M. S. HILE

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA. 95695
TEL. NO.: (916) 666-8211

BOOK 1499 PAGE 289

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 17, , 1981, before me, the undersigned, Clerk of the Board of Supervisors of the County of Yolo, personally appeared ROBERT N. BLACK , known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS

CLERK OF THE BORAD OF SUPERVISORS

By: Paula M Cooper
DEPUTY

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8215

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On this October 28., 1981, before the undersigned, a Notary Public in and for said County and State, personally appeared the within named MAHLON M. S. HILE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28 day of October, 1981.

Donna J. Lee
NOTARY PUBLIC

(SEAL)

Donna J. Lee
My Com. Expires [illegible]

019103

OFFICIAL RECORDS
YOLO CO., CALIF.
RECORD REQUESTED BY:
County Of Yolo
Nov 19 9 [illegible] AM '81
PETER [illegible]
COUNTY RECORDER

BOOK 1499 PAGE 291

M/C

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

19103

19104 BK

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DEC - 2 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
BY [signature] DEPUTY

RETURN TO:
BOARD OF SUPERVISOR
COURTHOUSE RM 104
WOODLAND, CALIF 95695

AGREEMENT NO. 81-289

(Agreement Amending Land Use Contract)

THIS AGREEMENT, made and entered this 29th day of [illegible], 1981, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and MARTHA W. BUTTON, ROUTE 1, BOX 205, WINTERS, CALIFORNIA, 95694, hereinafter referred to as "SUCCESSOR",

W I T N E S S E T H:

RECITALS:

1. COUNTY and E. L. WALLACE entered into a Land Use Contract, Yolo County Agreement No. 69-312, which was recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 257.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNER and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 69-312.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States

mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS
CLERK OF THE BOARD OF SUPERVISORS

By: _____
DEPUTY

(SEAL)

SUCCESSOR

_____
MARTHA W. BUTTON

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 17, 1981, before me, the undersigned, Clerk of the Board of Supervisors of the County of Yolo, personally appeared Robert N. Black, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS
CLERK OF THE BORAD OF SUPERVISORS

By: Paula M Cooper
DEPUTY

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BOOK 1499 PAGE 294

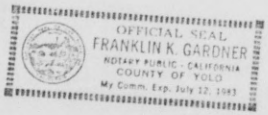
STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this October 29, , 1981, before the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARTHA W. BUTTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 29th day of October, 1981.

Franklin K. Gardner
NOTARY PUBLIC

(SEAL)



019104

OFFICIAL RECORDS
YOLO CO., CALIF.
RECORD REQUESTED BY:
County Of Yolo
Nov 19 9 12 AM '81
PETER MCHUGH
COUNTY RECORDER
N/C

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

NAPA COUNTY AGREEMENT NO. 1883

FILED

DEC 15 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-290

THIS AGREEMENT, made and entered into this 8th day of December, 1981, by and between the Counties of Yolo, Napa and Lake, political subdivisions of the State of California, hereinafter collectively called COUNTIES, and Harold W. Bertholf, Inc., hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. There is, in an area along the boundary between said COUNTIES, lands on and under which the mining of ore for the recovery of gold and other minerals will be conducted by Homestake Mining Company (Homestake), which lands must be appraised and assessed in order that they bear an equitable portion of the tax burdens of COUNTIES.

2. It is considered desirable by COUNTIES that a qualified geologist with a thorough knowledge of mining appraisal techniques be utilized for purposes of appraising and assessing such lands, as the Assessor's offices of COUNTIES are presently without a member of their respective staffs so qualified.

3. CONTRACTOR is trained in the science of geology, is a registered geologist and is experienced in the field of mining geology, particularly in mine appraisal and assessment.

4. COUNTIES desire to obtain, and CONTRACTOR desires to provide, appraisal and assessment services with respect to the properties located in COUNTIES which are owned by, leased by, or otherwise to be utilized by Homestake.

/ / / /

/ / / /

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COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR shall:

A. Provide to COUNTIES, through their respective County Assessors, a list of all properties on which mining, processing, and related operations are proposed to be conducted, and the status of such properties with regard to the entire mining operation proposed by Homestake.

B. List the parcel number for each such property in each county.

C. Appraise each property in each County according to its fair market value. CONTRACTOR shall, as part of the appraisal procedure, independently and thoroughly review each property's estimated production capabilities, operating costs, and such other pertinent data as may be relevant to such an appraisal.

D. Appraise each property in each County according to Rule 469 and any other applicable rules of the State Board of Equalization.

E. Maintain for each County Assessor for a period of seven (7) years, a copy of the complete appraisal files, including cash flows and work sheets. The appraisal files shall include all basic data collected, notes, work sheets, maps, etc. used in calculating value. Such materials shall be the exclusive property of the respective Assessor and shall enable each Assessor to perform audits or review any of the work performed under this agreement.

F. On or about January 15, 1982, meet with all the County Assessors to report and discuss preliminary findings, methodology of appraisal, including but not limited to the manner of calculating base year values, and the format for the final report specified in

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Paragraph G.

G. On or about February 15, 1982, submit to each County Assessor the information required by Paragraph E, along with the CONTRACTOR's opinion of taxable values of all properties in each County as of March 1, 1981.

H. Inform COUNTIES of all existing financial interest of Homestake in each property in each County, and notify each County of any interests acquired during the term of this Agreement immediately upon acquisition of such interests.

I. If a controversy arises over the appraisal made by CONTRACTOR as a result of this agreement, provide sufficient time to:

(1) defend any appraisal sampled by the State Board of Equalization;

(2) defend taxable values challenged by a taxpayer before the County Board of Equalization; and

(3) be available to consult and assist the County Assessor of each County on matters of gold and other resource valuation.

J. Maintain at all times the highest of ethical and professional standards.

2. COUNTIES shall:

A. Pay CONTRACTOR for services rendered pursuant to this agreement at $50.00 per hour plus expenses, such amount to be divided between COUNTIES in the same proportion which the appraised value of the land in each County bears to the appraised value of all lands in all Counties. If any County should be determined not to have situated therein land in which Homestake has any interest subject to

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appraisal, said County shall bear no portion of the cost of CONTRACTOR's services.

B. Pay the fee above-mentioned upon satisfactory completion of the work, and upon the due submission and processing of standard county claim forms.

3. GENERAL PROVISIONS:

A. Term. Except as otherwise provided in this agreement, the term of this agreement shall be for the period commencing on the date first above written through and including the 15th day of February, 1982.

B. Independent Contractor. In the performance of the work, duties, and obligations devolving upon him under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of geologist. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of COUNTIES is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.

C. Hold Harmless. CONTRACTOR agrees to hold harmless COUNTIES, their officers, employees and agents from any and all liability and/or claims for damages arising out of action or conduct of CONTRACTOR, his agents, servants, employees, and invitees as a result of CONTRACTOR's operations pursuant to this agreement.

D. Insurance. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force and effect a liability insurance policy expressly naming COUNTIES as additional insureds

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against liability insurance for injuries to persons and property and for death of persons arising from any accident, injury or damage occurring as a result of CONTRACTOR's operations pursuant to this agreement. The limits of liability coverage under said policy shall be a combined single limit of $500,000, and $100,000 property damage liability.

E. Variation of Terms. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by all parties hereto.

F. Notices. All notices from CONTRACTOR to COUNTIES or COUNTIES to CONTRACTOR shall be in writing, either personally served or delivered by the United States Mail, postage pre-paid and addressed as follows:

COUNTY OF YOLO
Board of Supervisors
Yolo County Courthouse
725 Court Street, Room 104
Woodland, CA 95695

COUNTY OF NAPA
Board of Supervisors
1195 Third Street, Room 310
Napa, CA 94558

COUNTY OF LAKE
Board of Supervisors
Courthouse
Lakeport, CA 95453

HAROLD W. BERTHOLF, INC.
Geologist/Petroleum Engineers
2775 Cottage Way, Suite 9
Sacramento, CA 95825

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert V. Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M. Cooper
DEPUTY

(SEAL)

APPROVED AS TO FORM:

BY Marvin O. Grant

COUNTY OF NAPA, a political subdivision of the State of California

BY Harold Moskowite NOV 10 1981
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF NAPA, STATE OF CALIFORNIA

ATTEST:

FLORENCE W. CUNNY
County Clerk

BY Clerk to the Board

(SEAL)

APPROVED AS TO FORM:

BY

COUNTY OF LAKE, a political subdivision of the State of California

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA

ATTEST:

CLERK

BY
DEPUTY

(SEAL)

APPROVED AS TO FORM:

BY

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

HAROLD W. BERTHOLF, INC.

BY Harold W. Bertholf
Harold W. Bertholf, President

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COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

NOV 12 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY [signature]
DEPUTY

AGREEMENT NO. 81-291

THIS AGREEMENT, dated for convenience this tenth day of November, 1981, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY") and ROBERT C. WOODALL, Certified Records Manager, (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

RECITALS:

1. The Board of Supervisors of a County is authorized by Government Code Section 31000 to contract for special services on behalf of a County with persons specially trained, experienced, expert, and competent to perform special administrative services.

2. The Board of Supervisors desires, to contract with such a person to develop an on-going records management program for all agencies of County government.

3. CONTRACTOR represents that he is an expert in Records Management and is able and ready to provide such services to COUNTY.

AGREEMENTS:

1. Services. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this agreement does hereby agree to furnish the following described special administrative services exclusively to COUNTY and its Department of General Services during the term of this agreement.

A. Development of a county-wide records management program which will include, but not be limited to:

(1) Training of COUNTY personnel in the goals, objectives, procedures, and techniques of records management, including briefing sessions for management personnel and subsequent training of staff who will have a continuing involvement in the program.

(2) Inventorying all COUNTY records and filing equipment.

(3) Develop recommendations for retention of records in office space and storage areas and reutilization of surplus equipment.

(4) Analyzing all records series and, after consultation with COUNTY officers, determine appropriate retention policies for each series of records which are consistant with the requirements of California law regarding records retention.

(5) Establishing Records Disposition Schedules for each COUNTY agency which, after appropriate approvals, will become an on-going plan for continuous management, disposition and/or disposal of COUNTY records. Such schedules will reference all

statutes which control retention of the records in question.

(6) Examining the feasibility and costs of establishing an in-house COUNTY records center for the storage and servicing of semi-active records or the use of commercial facilities for such purpose.

(7) Reviewing existing use of micrographic systems with the COUNTY and recommending short-and long-range plans for their continued application, or recommending other techniques and/or technology.

(8) Exploring the need for a "Vital Records Protection Program" for those records necessary to continuation of COUNTY business in the event of a disaster or for the preservation of records having significant archival or research values.

(9) Rendering of appropriate management reports documenting progress of the project as follows:

(a) A preliminary report to the Board of Supervisors of COUNTY as recommended by the County Administrator in his letter of August 17, 1981. Such report to be presented on or about January 1, 1982.

(b) A final report documenting savings and accomplishments on all phases of the project to be presented to the Director of General Services of the COUNTY not later than April 1, 1982. Such report to contain, among other things, recommendations for the organization, staffing and operation of a continuing county-wide records management program.

(10) To perform all things specified on Exhibit A attached hereto and incorporated herein by this reference, within the times specified therein.

(11) In performing these services, the CONTRACTOR shall report to and be supervised by the Director of General Services.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workman-like manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S PROFESSION. All such work products shall be the property of

COUNTY, and shall be delivered free of copyright or proprietary interests.

4. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express prior written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express prior written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Nothing in this section shall prevent CONTRACTOR from employing professional specialists to conduct portions of the work if required. Such specialists shall be hired at the expense of CONTRACTOR and will not increase total costs of this Agreement. CONTRACTOR shall not be released of his obligations by virtue of any assignment, subcontracting or hiring.

5. INDEMNIFY AND DEFENSE. CONTRACTOR shall indemnify and save harmless, and at his sole cost, defend, COUNTY and all its officers, agents and employees from any and all claims, causes of action, judgments and or damages arising from or as a consequence of any act or omission by CONTRACTOR or his agents or employees during the performance of this agreement, specifically including any claim or judgement resulting from allegations of the improper destruction, loss or unavailability of any record of COUNTY.

6. TERMINATION.

A. Either party shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to the other party. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of termination without breach by CONTRACTOR, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of termination, due to CONTRACTOR's breach, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

B. In the event that all work on the project is completed to the satisfaction of the COUNTY prior to the anticipated date of completion referred to in paragraph 13.A below, this agreement may be terminated by mutual consent of the parties. In this event CONTRACTOR will be entitled to compensation on a per diem basis for amounts of time spent which are less than one month in duration. Such compensation will be at the rate of $250 per business day. Should COUNTY desire additional services of CONTRACTOR for short follow-up visits (less than one full business

week in duration) such services will be provided by CONTRACTOR at the per diem rate of $200 per day within one year of termination of this agreement.

7. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State governments as a consequence of this consequence of this contract.

8. TIME. Time is of the essence of this Agreement.

9. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently equired permits.

11. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

12. TERM. The term of this contract shall commence on November 1, 1981, and shall terminate on April 1, 1982, subject, however, to the termination provisions set forth above.

13. COMPENSATION. COUNTY, for an in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein does agree to provide as total compensation to CONTRACTOR and for all of CONTRACTOR'S expenses incurred in the performance hereof, the sum of Sixteen Thousand Four Hundred Dollars, ($16,400) to be paid as follows:

A. Three thousand two hundred eighty dollars ($3,280) payable on the first day of each calendar month commending on December 1, 1981, and ending on or about April 15, 1982, or such lesser sum as specified by paragraph 6-B above in the event that it applies.

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14. LOGISTICAL SUPPORT. COUNTY shall provide reasonable and necessary clerical support, office space, telephone and office supplies.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

DATED: November 10, 1981

ATTEST: PETE E. LUCAS,
Clerk of the Board

By Paula M Cooper
Deputy

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
Chairman of the Board of Supervisors

CONTRACTOR:

Robert C. Woodall

Robert C. Woodall
Certified Records Manager
1181 25th Avenue
Sacramento, California 95822

APPROVED AS TO FORM:
Charles R. Mack, County Counsel

C. Lee Humes
Senior Deputy County Counsel

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

EXHIBIT A

PROJECT WORK PLAN

I. WEEK--ONE

Prepare Management Letter for County Administrator/Director of General Services.

A. Briefly explain program--(Inventory, appraisal, scheduling)

1. Identify consultant--explain role
2. Solicit cooperation

a. Have each department appoint coordinator.
b. Notify Director of Department of General Services in writing within week.

B. Notify department coordinators of brief meeting to further explain program, their involvement, and to answer questions.

C. Visit records storage areas not seen in walkthrough of October 15, 1981.

D. Design and reproduce inventory forms and procedures.

II. WEEK-TWO thru SEVEN

Inventory records and filing equipment

A. Schedule inventory for major record-producing departments.

B. Complete inventory for smaller units.

III. WEEK--EIGHT and NINE

A. Prepare preliminary progress report for Board of Supervisors.

B. Get administrative approval of report.

C. Send and/or present report to Board.

IV. WEEK-TEN thru TWELVE

A. Appraisal of records.

1. Analysis of inventories.
2. Application of law, rules, policy to retention of records.
3. Meeting with all departments to determine reasonable records retention periods.

EXHIBIT A - Project Work Plan

V. WEEK--THIRTEEN thru FIFTEEN

A. Development of Records Disposition Schedules.

1. Preparation of Disposition Schedules for all departments.
2. Obtain final agreement and authorization from departmental personnel.
3. Obtain concurrence of County Administrator and Director of General Services.
4. Obtain approval of Records Disposition Schedules by Board of Supervisors.

VII. WEEK--SIXTEEN and SEVENTEEN

A. Apply Records Disposition Schedules--destroy as many records as possible from office and storage areas.

B. Determine if an adequate in-house records center is available for storage and service of semi-active records.

C. If in-house records center is not feasible, explore commercial facilities together with cost benefit analysis.

VIII. WEEK--EIGHTEEN and NINETEEN

A. Micrographics

1. Analysis of existing systems and equipment.
2. Examine alternatives--cost benefit analysis.
3. Explore vital records protection program--protection of records from disaster.

IX. WEEK--TWENTY thru TWENTY-ONE

A. Development of employee training materials for on-going records management program (procedures, handbooks, etc.)

B. Preparation of final report with recommended action for a continuing records management program.

RETURN TO:

PETE LUCAS
BOARD OF SUPERVISORS
ROOM 104
COURTHOUSE
WOODLAND, CA 95695

BK

C-1302

004332

County Of Yolo
MAR 25 10 54 AM '82
PETE [illegible]E
COUNTY RECORDER

m/e

FILED

MAR 12 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY [signature]
DEPUTY

AGREEMENT NO. 81-292

(Oil, Gas and Other Hydrocarbon Lease)

THIS LEASE AND AGREEMENT, made and entered into this 9th day of March, 1982, by and between the County of Yolo, hereinafter called LESSOR, and ROGER FERGUSON, hereinafter called LESSEE,

W I T N E S S E T H:

For and in consideration of a rental paid in advance upon execution hereof, receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of LESSEE to be kept and performed, LESSOR does hereby grant and lease to LESSEE, the land hereinafter described (herein sometimes called "leased land"), for the purposes and with the exclusive right of prospecting, exploring, drilling, and operating the leased land for oil, gas, and other hydrocarbons, and producing, taking, treating, storing, removing, and disposing of such hydrocarbons from the leased land.

LESSOR grants and leases to LESSEE such rights to the leased land only to those depths lying between 500 feet and 9000 feet beneath the surface thereof and LESSEE shall have no right to enter upon or use any portion of the leased land lying above the said depths. Whenever in this lease reference is made to wells drilled "on the leased land", such reference shall be interpreted in accordance with the limitations of this paragraph. LESSOR shall have the right to occupy and use the leased land in any manner and to any extent not inconsistent with LESSEE's rights or in interference with LESSEE's operations hereunder.

The land hereby leased is situated in the County of Yolo, State of California and consists of approximately 229.24 acres, more or less, described

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO [illegible]

BOOK 1516 PAGE 350

in Exhibit A, attached hereto and made a part hereof as though set forth at length herein.

LESSOR grants this lease to LESSEE to have and to hold the same for a term of three (3) years from and after the date of the granting of this lease, and up to 25 years thereafter so long as LESSEE shall produce oil, gas, or other hydrocarbons in paying quantities on the leased land or lands pooled or unitized therewith without cessation for more than 90 consecutive days, or be excused therefrom as hereinafter provided.

In consideration of the premises, the parties hereby agree as follows:

1. On or before two years after the date hereof (the last day of said period being hereinafter referred to as the "working date"), LESSEE shall either commence drilling operations on the leased land and thereafter continue its operations with reasonable diligence as provided in Paragraph 5. and 6. hereof until oil, gas, or other hydrocarbons are found in paying quantities or a depth is reached at which further drilling would, in the judgment of LESSEE, be unprofitable, or quitclaim and surrender this lease as hereinafter provided.

2. LESSEE has paid LESSOR rental in full hereunder for the first twelve (12) months of the term hereof. If LESSEE has not commenced drilling operations on the leased land or terminated this lease within that time, LESSEE, commencing with the expiration thereof, shall pay or tender to LESSOR annually in advance, as rental, the sum of Twenty Dollars and 00/100 (20.00) per acre for leased land and shall continue such payments until drilling operations or this lease are terminated as hereinafter provided.

3. The payments required to be made by LESSEE hereunder may be made by its check issued and made payable as hereinafter provided. LESSEE shall not be

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WOODLAND, CA 95695
TEL. NO.: (916) 666-8215

required to make any payment otherwise than by one check, which check shall be payable to the County of Yolo at Room 103, 725 Court Street, Woodland, California.

4. Any notice to be given by either party to the other hereunder may be delivered in person or by registered or certified mail, postage prepaid, addressed to the party for whom intended as follows: To LESSOR at 725 Court Street, Room 103, Woodland, California, 95695; To LESSEE at P.O. BOX 5026 TORRANCE, CA. 90510 Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Any notice from one party to the other shall be deemed to have been completed when delivered in person or by registered or certified mail, postage prepaid, properly addressed to the party to whom intended.

5. If oil, gas, or other hydrocarbons are not obtained in paying quantities in any well drilled on the leased land, LESSEE, within three (3) months after its completion or abandonment, shall commence drilling operations for a subsequent well, and shall prosecute the same with reasonable diligence until oil, gas, or other hydrocarbons are found in paying quantities, or until it is drilled to a depth at which further drilling would, in the judgment of LESSEE, be unprofitable; and LESSEE shall in like matter continue its operations until oil, gas, or other hydrocarbons are found in paying quantities or this lease terminates; provided, however, that nothing contained in this paragraph shall require the commencement of drilling operations for any subsequent well before said working date.

6. If oil, gas, or other hydrocarbons are found in paying quantities in any well drilled by LESSEE on the leased land, LESSEE will continue to drill wells for said substance, working with reasonable diligence, allowing not more than

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P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

six (6) months between the completion of one well and the commencement of operations for the next, until the leased land has been fully drilled. Provided, however, should LESSEE at any time fail to find oil, gas, or other hydrocarbons in paying quantities in any well drilled by LESSEE on the leased land, Paragraph 5 hereof shall become applicable. LESSEE shall be given credit for so much of the time in each such six (6) month drilling interval, not to exceed three (3) months, as it has not utilized because of drilling by LESSEE sooner than required, and such credit may be used to extend subsequent drilling intervals in such manner as LESSEE may determine.

The term "paying quantities" as used herein shall mean sufficient recovery of oil, gas, or other hydrocarbons as will provide to LESSEE and LESSOR a net profit, after subtracting from gross revenues the costs of operating the producing well and of transporting the recovered substance to the point of sale, such net profit to be not less than the rental provided in Paragraph 2 above.

The leased land shall be deemed to have been "fully drilled" within the meaning hereof when there shall have been drilled thereon a number of wells equal to the following: Each well shall be assigned a number of acres according to its total depth. In the event that oil is discovered on the leased land, each well drilled to a total sub-surface depth less than 6,000 feet shall be assigned 10 acres; each well drilled to a total sub-surface depth equal to or greater than 6,000 feet but less than 12,000 feet shall be assigned 40 acres; and each well drilled to a total sub-surface depth equal to or greater than 12,000 feet shall be assigned 80 acres. If gas is discovered on the leased land, each well drilled thereon shall be assigned 120 acres.

The amount of acreage assigned to a well according to its total depth is

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WOODLAND, CA 95695
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hereinafter referred to as a "dwelling unit". Unless there remains a sufficient number of acres not previously assigned to a drilled well to constitute more than one-half a drilling unit the leased land shall be deemed to have been fully drilled. After the leased land has been fully drilled, LESSEE may at any time drill additional wells if it shall elect, but it shall not be required to do so.

In the event dry gas in paying quantities is discovered in any well drilled by LESSEE on the leased land, then, if and so long as oil in paying quantities has not been discovered in any such well, the leased land shall be considered as gas land until at some later date oil in paying quantities is discovered. While the leased land is considered gas land, drilling for oil shall not be required, except that LESSEE shall drill additional wells for gas if there is an available market for the gas and if and to the extent that such drilling is requisite for the proper development of the leased land for gas.

7. LESSEE shall drill each well and operate each completed well in accordance with good oil and/or gas field practice so long as such well shall produce oil or gas in paying quantities. LESSEE shall drill each well and operate each completed well in conformity with the provisions of the Public Resources Code, regulations of the Department of Conservation, and applicable programs of state or federal governmental agencies responsible for the implementation of oil and gas conservation measures or with any such program which may be imposed by law or by any appropriate governmental agency. Oil and gas wells need not be operated when there is no market for gas at the well at a price and under conditions which LESSEE and LESSOR mutually agree to be in the best interests of both parties hereto. LESSEE shall comply with all State, Federal, and local laws and with the rules, regulations and orders of any

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COUNTY COUNSEL
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P.O. BOX 127
WOODLAND, CA. 95695
TEL. NO.: (916) 666-8211

Federal, State or other governmental agency having jurisdiction in the premises with respect to the spacing, drilling or producing of wells, or other operations for oil or gas, and if there be any conflict between the same and provisions of this lease, such laws, rules, regulations and orders shall modify or supersede, as the case may be, the relevant provisions of this lease.

8. The term "royalty share" as used herein means the following percentage: 27.63%.

LESSEE shall pay LESSOR as royalty on oil and condensate the value of the royalty share of all oil and condensate produced and removed from the leased land, after making the customary adjustments for temperature, water, and sediment at the posted available market price at the well for oil and condensate of like gravity and quality on the day the oil or condensate is so removed. No royalty shall be due LESSOR for or on account of oil or condensate lost through evaporation leakage, fire, or other casualty prior to the removal of the same from the leased land.

If oil is found and produced in paying quantities from a well drilled on adjoining property and within 660 feet of the exterior limits of any of the leased land, or if gas or other hydrocarbons is found and produced in paying quantities from a well drilled on adjoining property and within 1320 feet of the exterior limits of any of the leased land, unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, or unless the offset area shall have been already fully drilled as hereinabove provided, LESSEE shall, within 90 days after such well has been completed and put into production in paying quantities, commence operations to drill an offset well. Offset wells drilled by LESSEE shall be

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BOOK 1510 PAGE 900

located within an offset area extending the distance from the boundary separating the properties equal to the distance the producing well is from said boundary and one-half said distance on each side of a straight line, or the projection thereof, extending from the producing well through the nearest point on said boundary.

LESSEE shall pay LESSOR as royalty on dry gas the royalty share of the proceeds received from the sale of all such gas produced, saved, and sold from the leased land. LESSEE shall not be required to pay royalty for or on account of any gas used for fuel in its operations on the lands leased hereunder.

If wet gas produced from the leased land is delivered by LESSEE to an extraction plant, LESSEE shall pay LESSOR as royalty for any liquid hydrocarbons or other substances extracted therefrom the royalty share of the proceeds received by LESSEE from the sale of such liquids or other hydrocarbons. Royalties on the residual dry gas resulting after extracting the liquid hydrocarbons or other leased substances therefrom shall be payable from LESSEE's portion received at the extracting plant in the same amount, time, and manner as royalty is payable on dry gas as hereinabove specified; provided that the royalty payments shall not be less than those which LESSOR would receive if the wet gas were sold as produced. LESSEE shall not cause the wet gas produced from the leased land to be processed at an extraction plant if the cost of extraction of the liquid hydrocarbons from the wet gas is anticipated to exceed 50% of the market value of the liquid hydrocarbons expected to be recovered.

LESSEE shall meter all gas produced from wells on the leased land, including such gas as is transported to an extracting plant, and such meter reading together with the results of content tests by recognized methods made

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OF YOLO
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at approximately regular intervals at least once every month shall furnish the basis for the computation of the amounts of liquid hydrocarbons or other substances and residue gas to be credited to the leased land or the actual liquid reported extracted by the extraction plant, whichever is higher.

9. Settlement shall be made by LESSEE on or before the last day of each calendar month for all royalties which accrued during the preceding month and LESSEE shall furnish LESSOR monthly statements showing the computation of royalties. LESSOR agrees to examine promptly each and all such statements and remittances forwarded by LESSEE to it hereunder, and promptly to advise LESSEE of any objection thereto. LESSEE shall not be required to account to LESSOR for or pay royalty on oil, gas, or other hydrocarbons used by LESSEE in its operations hereunder, including for fuel and/or lifting and/or injection purposes, provided LESSEE's use of such substances is for the primary purpose of obtaining oil, gas, or other hydrocarbons in paying quantities from any well drilled on the leased land and for which LESSOR will receive a royalty share. LESSEE shall not be required to account to LESSOR for or be obligated to pay royalty on such oil, gas, or other hydrocarbons which may be used, lost, or consumed in the operations under this lease, including the gathering, compressing for processing, and processing thereof, which use, loss, or consumption cannot be prevented through reasonable operational methods. LESSEE shall not be held accountable to LESSOR for any royalty on any gas used or consumed or lost in the operation of any extracting plant, to the extent hereinabove provided.

10. If any claim is asserted or any action for proceeding by any third party claiming title to the leased land or any part thereof or any interest therein or any production therefrom adverse to LESSOR or in hostility to rights

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TEL. NO.: (916) 666-8231

claimed in good faith by LESSEE under this lease, then during the pendency of such controversy and until 60 days after final determination thereof, or the termination date of this lease, whichever shall earlier occur, LESSEE may defer or discontinue all operations on the leased land or, if it operates wells, it shall deposit royalties accruing hereunder in respect to the production thereof in any bank in the State of California, with notice to LESSOR thereof, to abide the final determination of such controversy.

11. LESSEE shall pay all taxes levied upon or assessed against its improvements, fixtures, and personal property on the leased land, and levied upon or assessed against the minerals and mineral rights subject to this lease, and any severance tax or other tax, assessment or license now or hereafter levied or imposed, which shall be measured by the quantity or value of oil, gas, or other substance produced from the leased land or any portion thereof.

12. LESSEE, at its own cost and expense, shall pay for all labor performed and materials furnished in the operations of LESSEE hereunder and LESSOR shall not be chargeable with, or liable for, any part thereof.

13. LESSEE shall have the right, at all reasonable times, to examine the books, well logs, well histories, and other data relative to the physical condition of the well kept by LESSEE in relation to the amount and character of the production from the leased land, and the disposition thereof.

14. LESSEE, at its option, may at any time quitclaim and surrender all of the leased land, in which event this lease shall be at an end and LESSEE shall be relieved of all obligations thereunder, save and except the obligation to pay rents and royalties theretofore accrued, and the obligation to restore the leased land to its original condition by filling any wells drilled thereon or

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by other similar methods, except if LESSOR and LESSEE enter into a separate written agreement concerning the restoration of the leased land. LESSEE shall provide a performance bond in the amount of $25,000 for each well drilled to assure the restoration of the leased land to its original condition as specified. LESSEE's right to quitclaim and surrender the leased land is applicable to the entirety of the leased land, and LESSEE shall have no right to quitclaim and surrender any portion thereof.

15. LESSEE may at any time with respect to all of the leased land surrender its right to produce oil or gas; however, a surrender of oil rights shall have no effect on obligations to drill for gas, and a surrender of gas rights shall have no effect on obligations to drill for oil.

16. Performance of covenants and conditions imposed upon LESSEE hereunder shall be suspended at the time or from time to time to the extent that LESSEE is hindered in or prevented from complying therewith, in whole or in part, by any cause beyond the control of LESSEE, which cause shall make it necessary to suspend the operations of LESSEE, and which cause shall involve the interference with the physical operations of LESSEE, the inability to obtain material or supplies to conduct such operations, or the unavailability of labor to perform such operations, but shall not be due to the diminution of the sales price of the hydrocarbons to be removed. Performance by LESSEE shall be required at the earliest possible time when operations by the LESSEE can be recommenced. In no event shall LESSEE be relieved from its obligations to pay rental for the leased land unless the cause of the suspension of operations is due to an act or omission of LESSOR.

17. If LESSEE shall fail to pay promptly any installment of royalty or rent and if such default shall continue for a period of 15 days after written

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P.O. BOX 1271
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

demand therefor, then at the option of LESSOR, this lease shall forthwith terminate; provided, however, that if there is a bona fide dispute as to the amount due, and all undisputed amounts are paid, said 15 day period shall be extended until five (5) days after such dispute is settled by final court decree, arbitration, or mutual agreement; provided, further, that such disputed amounts are deposited in an interest-bearing account in any bank in the State of California, with notice thereof to LESSOR.

In case of default by LESSEE with respect to any other condition or covenant hereof and continuation of such default for 30 days after written notice from LESSOR to LESSEE to perform such condition or covenant, then at the option of LESSOR, this lease shall forthwith cease and terminate, except that as to any producing well theretofore drilled on the leased land, this lease shall continue in effect; provided, that LESSEE shall comply with each and every condition and covenant hereof with respect to said well, in the case of default of which, at the option of LESSOR, this lease shall forthwith cease and terminate as to said well.

18. LESSEE shall have the right, with the prior written approval of LESSOR, at such time and from time to time, before the discovery of oil, gas, or other hydrocarbons on the leased land, to combine and pool all or any part of the leased land or interest therein into one or more operating units with any other land or interest therein (whether held by LESSEE or others and whether or not the surface of such land may be used for oil or gas development purposes) lying within the section in which the leased land to be pooled is located or within any section having a common boundary or corner with such section, any such single unit not substantially to exceed 40 acres in area for oil and/or 160 acres in area for gas. LESSEE shall have the right, with the

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COUNTY OF YOLO
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WOODLAND, CA 95695
TEL: (916) 666-8211

prior written approval of LESSOR, at such time and from time to time, after and within 30 days of the discovery of oil, gas, and other hydrocarbons on the leased land, to unitize all or any part of the leased land or interest therein into one or more operating units with any other land or interest therein (whether held by LESSEE or others and whether or not the surface of such land may be used for oil or gas development purposes) lying within the section in which the leased land to be pooled is located or within any section having a common boundary or corner with such section, any such single unit not substantially to exceed 40 acres in area for oil and/or 160 acres in area for gas. Whenever LESSEE shall desire to pool or unitize the leased land with any other lands, LESSEE shall provide LESSOR with a proposed declaration of pooling or unitization, describing with detail and specificity the manner in which the lands will be pooled or unitized, and the allocations of royalties which will result from said agreement. At any time LESSEE may wish to dissolve a pooling or unitization agreement into which LESSOR and LESSEE have previously entered, LESSEE shall present to LESSOR for LESSOR's written proposal a proposed declaration of dissolution, giving LESSOR written notice of LESSEE's intent and its reasons therefor. LESSOR shall not unreasonably withhold approval of such dissolution. Such dissolution shall not affect or impair any of LESSEE's rights or obligations under this lease.

19. LESSEE may not assign or sublease the leased lands in any manner without the written consent of LESSOR.

20. On the expiration or sooner termination of this lease, LESSEE shall quietly and peacefully surrender possession to LESSOR and file for record at LESSEE's expense a quitclaim deed in the County Recorder's Office of said county and state.

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COUNTY OF YOLO
BOX 127
WOODLAND, CA 95695
(916) 666-8211

BOOK 1510 PAGE 361

21. This lease and all its terms, conditions, and covenants shall inure to the benefit of and shall extend to and be binding upon the successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

LESSOR:

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By: Paula M. Cooper
Deputy

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

LESSEE:

BY
Authorized Representative

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL NO. (916) 666-8211

BOOK 1510 PAGE 502

EXHIBIT "A"

To that certain Oil, Gas and Other Hydrocarbon Lease entered into by and between the County of Yolo, as Lessor and ROGER FERGUSON, as Lessee, dated the 9th day of March, 1982.

Parcel 1:

West 1025 feet of North Half of Section 34, Township 9 North, Range 1 East, MDB&M.

Parcel 2:

West 1025 feet of Northwest Quarter of Southwest Quarter of Section 34, Township 9 North, Range 1 East, MDB&M.

Parcel 3:

All of Block 13, as shown on the map of Lucerne Farms, filed for record in the office of the County Recorder of the County of Yolo on March 9th, 1909, in Book 2 of Maps, at Page 13.

Parcel 4:

West 1025 feet of Northwest Quarter of Section 3, Township 8 North, Range 1 East, MDB&M.

Parcel 5:

West 1025 Feet of North 240.5 feet of Southwest Quarter of Section 3, Township 8 North, Range 1 East, MDB&M.

TO 1944 CA (8-74)
(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES

On March 9, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER FERGUSON

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
LIZ RODRIGUEZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Apr. 1, 1983

STAPLE HERE

Book 1310 Page 363

STATE OF CALIFORNIA)

COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person whose name he subscribed to the within instrument and acknowledged that ___he executed the same.

WITNESS my hand and official seal.

_____

NOTARY PUBLIC

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
(916) 666-8211

BOOK 1510 PAGE 304

RETURN TO:

PETE LUCAS
ROOM 104
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CA 95695

BK

04393

004393

County Of Yolo
MAR 29 10 55 AM '82
PETE LUCAS
COUNTY RECORDER

FILED

MAR 12 1982

PETE LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-293

(Oil, Gas and Other Hydrocarbon Lease)

THIS LEASE AND AGREEMENT, made and entered into this 9th day of March, 1982, by and between the County of Yolo, hereinafter called LESSOR, and ROGER FERGUSON, hereinafter called LESSEE,

W I T N E S S E T H:

For and in consideration of a rental paid in advance upon execution hereof, receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of LESSEE to be kept and performed, LESSOR does hereby grant and lease to LESSEE, the land hereinafter described (herein sometimes called "leased land"), for the purposes and with the exclusive right of prospecting, exploring, drilling, and operating the leased land for oil, gas, and other hydrocarbons, and producing, taking, treating, storing, removing, and disposing of such hydrocarbons from the leased land.

LESSOR grants and leases to LESSEE such rights to the leased land only to those depths lying between 500 feet and 9000 feet beneath the surface thereof and LESSEE shall have no right to enter upon or use any portion of the leased land lying above the said depths. Whenever in this lease reference is made to wells drilled "on the leased land", such reference shall be interpreted in accordance with the limitations of this paragraph. LESSOR shall have the right to occupy and use the leased land in any manner and to any extent not inconsistent with LESSEE's rights or in interference with LESSEE's operations hereunder.

The land hereby leased is situated in the County of Yolo, State of California and consists of approximately 229.21 acres, more or less, described

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BOOK 1518 PAGE 365

in Exhibit A, attached hereto and made a part hereof as though set forth at length herein.

This lease is made for the term and upon and subject to each and all the terms, provisions, covenants and conditions set forth in the certain Oil, Gas and Other Hydrocarbon Lease of even date herewith between the parties hereto covering the land described on Exhibit A, attached hereto and incorporated herein, and said Oil, Gas and Other Hydrocarbon Lease is hereby incorporated herein with the same force and effect as though herein set forth at length.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

LESSOR:

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

LESSEE:

BY Peggy F Cooper
Authorized Representative

ATTEST:
PETE E. LUCAS, CLERK
BY Paula M Cooper
DEPUTY
(SEAL)

/ / /

/ / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BOOK 1516 PAGE 360

STATE OF CALIFORNIA)

COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person whose name he subscribed to the within instrument and acknowledged that ___he executed the same.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

TO 1944 CA (8-74)

(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On March 9, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER FERGUSON

_____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature _____
LIZ RODRIGUEZ

OFFICIAL SEAL
LIZ RODRIGUEZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Apr. 1, 1983

(This area for official notarial seal)

STAPLE HERE

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

EXHIBIT "A"

To that certain Oil, Gas and Other Hydrocarbon Lease entered into by and between the County of Yolo, as Lessor and ROGER FERGUSON, as Lessee, dated the 9th day of March, 1982.

Parcel 1:

West 1025 feet of North Half of Section 34, Township 9 North, Range 1 East, MDB&M.

Parcel 2:

West 1025 feet of Northwest Quarter of Southwest Quarter of Section 34, Township 9 North, Range 1 East, MDB&M.

Parcel 3:

All of Block 13, as shown on the map of Lucerne Farms, filed for record in the office of the County Recorder of the County of Yolo on March 9th, 1909, in Book 2 of Maps, at Page 13.

Parcel 4:

West 1025 feet of Northwest Quarter of Section 3, Township 8 North, Range 1 East, MDB&M.

Parcel 5:

West 1025 Feet of North 240.5 feet of Southwest Quarter of Section 3, Township 8 North, Range 1 East, MDB&M.

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FILED

NOV 20 1981

PETE F. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By Paula M. Cooper
Deputy

AGREEMENT NO. 81-294

(Agreement to amend agreement No. 81-225)

THIS AGREEMENT, made and entered into this 17th day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Davis Free Clinic, a non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. PROVIDER and COUNTY are contractually bound by Agreement No. 81-225 for the provision of certain outpatient medical and health care services to indigents, primarily.

2. Pursuant to the provisions of Section 16707 et seq of the Welfare and Institutions Code, the application of COUNTY, and the decision of the State Department of Health Services, Yolo County has been awarded funds to develop an establish a formal service for referral of patients between COUNTY'S ambulatory care clinics, PROVIDER, and Regional Rural Health, Inc., hereinafter referred to as PROJECT.

3. It was contemplated by parties at the time of submission of the grant application, which had been jointly developed by the three agencies effected, that PROJECT would be sub-contracted to PROVIDER for performance.

4. COUNTY and PROVIDER, therefore, wish to amend Agreement No. 81-225 to provide for the accomplishing of the PROJECT.

AGREEMENT: COUNTY, in consideration of PROVIDER'S agreement to the conditions and covenants contained herein, and PROVIDER, in consideration of COUNTY'S agreement to the conditions and covenants contained herein, agree:

1. Agreement 81-225, paragraph 1, commencing on line 25 of page 1 and concluding on line 25 of page 2 is hereby amended to read:

1. PROVIDER'S SERVICE OBLIGATIONS: In accordance with working protocols

attached as Exhibit "A" incorporated hereinby reference thereto, PROVIDER will:

a. Provide general outpatient medical and health care services, exemplified by but not limited to, general Health Counseling, laboratory procedures, physical examinations, prescriptions, immunizations, venereal disease detection and treatment, pregnancy testing, and family planning, excluding those particular services funded by sources other than COUNTY.

b. Plan, develop, and implement a formal patient referral system between COUNTY'S ambulatory clinics, Davis Free Clinic, and Regional Rural Health, Inc., in Yolo County.

c. Accomplish the following specific objectives within time frames:

1) Create primary care clinic project facilitator job description, recruit for and hire by November 17, 1981.

2) Produce outline for the development of patient care access plan by January 31, 1982.

3) Produce patient care access plan in draft by February 28, 1982.

4) Produce patient access plan in final copy by April 30, 1982.

5) Produce patient referral diretory outline by December 31, 1981.

6) Produce draft for patient referral directory by January 31, 1982.

7) Produce final copy of the patient referral directory by April 10, 1982.

8) Outline of education material manual to be produced by March 31, 1982.

9) Produce a draft of educational materials manual by April 30, 1982.

10) Produce final copy of educational materials manual by June 15, 1982.

d. Prepare, produce, and upon request of COUNTY'S hereinafter designated representatives present a financial report and a statistical report of services rendered under the provisions of paragraph 1 a of this agreement, the statistical report in the format described in Exhibit "A", attached hereto and incorporated hereinby reference thereto, within two weeks of the last day in each quarter during which services were rendered under the provisions of Agreement 1 a. Document progress toward accomplishment of objectives listed in agreement 1 c in a monthly report of format specified in Exhibit A.

e. All funds advanced and not spent by the end of the contract period will be returned to COUNTY unless an extension for the use of these funds is granted by the Board of Supervisors.

f. Comply with Title VI and VII of the Civil Rights Act of 1964 and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing of services recited herein above. Without limiting PROVIDER'S agreement recited in agreement 1 h to indemnify COUNTY, to maintain in force at all times during the performance of this agreement, a policy or policies of Public and Malpractice Liability Insurance in the amount of at least $1,000,000/$1,000,000. PROVIDER further agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice providing at least

ten (10) days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. During all times during the performance of this agreement, PROVIDER will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of PROVIDER.

g. Indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by party indemnified hereunder.

h. Designate a representative within two (2) weeks of the execution of this agreement by written notice to COUNTY'S Representative(s) designated in hereinafter recited agreements and to notify COUNTY in the same manner of any change in PROVIDER'S representative(s).

2. Agreement 81-225, paragraph 3, commencing on line 14 of page 4 and concluding on line 13 of page 5 is hereby amended to read:

3. PAYMENT:

a. Upon execution of this agreement and presentation of COUNTY claim from PROVIDER, COUNTY will pay PROVIDER SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS and FIFTY CENTS ($6,454.50) representing an advance of funds for the first quarter of the term of this agreement.

b. Upon submission of a claim to COUNTY'S herein designated

representative each quarter and satisfaction of all conditions precedent, COUNTY will pay PROVIDER SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS and FIFTY CENTS, up to the herein recited contract maximum, representing an advance of funds for the second, third and fourth quarters of the term of this agreement.

c. For PROJECT services rendered, COUNTY will additionally pay PROVIDER, upon satisfaction of all conditions precedent, sums in accordance with Exhibit "C" attached hereto and incorporated herein by reference thereby.

d. The maximum total payments to PROVIDER for performance under the terms of this agreement will not exceed FIFTY-FIVE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS ($55,958).

e. Where a herein recited statistical or financial report or an objective contained heretofore in Agreement 81-225 is due for completion within any given quarter of this agreement, payment of the advance for the next quarter is expressly conditioned on the timely completion of said reports or objective. It is further understood that completion of the final quarter's reports or objectives is a condition subsequent to COUNTY'S obligation to pay the final quarters advance: and that advance of funds pursuant to this agreement is not a waiver of said condition. It is further understood that satisfaction of the specific PROJECT objectives listed herein in agreement 1c is a condition precedent payment for that objective.

f. Approval of PROVIDER'S records as audited to be accurate is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

g. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either

that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and condition. It is to be understood that funding for the PROJECT and for the origianl provisions contained heretofore in Agreement 81-225 are not contigent upon each other's performance. If a given due date for an objective (Exhibit "C") cannot be met, a time extension may be granted and payment for that objective will be made upon its completion.

h. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY in pressing claims pursuant to this agreement will be recognized as the creditor of first priority.

4. Agreement No. 81-225 is amended to delete paragraph 7 and to add new paragraph 7, 8, 9 and 10 to read as follows:

7. RECORDS:

a. PROVIDER shall for the later of four (4) years or the resolution of outstanding audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purpose received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY or state auditors upon the request of AGENCY'S designated representatives. Said request will provide at least five full working days notice of the impending audit. State agency or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and time-

liness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

C. PROVIDER agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon the regulations and guidelines published by the State Department of Health Services pertinent to sections 16707 sequence of the Welfare and Institutions Code and the COUNTY'S grant contract thereunder. This shall include, but is not limited to:

(1) Any order the COUNTY pay to any responsible agency any amount of money;

(2) Any order whereby any agency withholds from subsequent payments any amount of money;

as a result of PROVIDER'S actual oralledged violation of non conformance with any regulations where administrative rulings promulgated pursuant thereto, or with any federal or local law, regulational ordinance made applicable thereby.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated hereinby reference thereto are working protocols describing and governing the working relationship of parties. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement so long as said modifications do not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said working protocols shall include as a minimum: the format of herein recited //////////////////////

reports; a description of the steering committe; the Action Plan when developed; titles of operational representatives as assigned.

9. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

10. TERM:

a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party given notice of cancelation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring servies of the type PROVIDER renders.

4. In all other respects Agreement No. 81-225 shall continue in full force for the term thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the state of CAlifornia

BY Robert N Clark
CHAIRMAN, OF THE BOARD OF SUPERVISORS

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Linda M Cooper
DEPUTY

The undersigned Chairman of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
By Linda M Cooper
Deputy

DAVIS FREE CLINIC, a non-profit corporation

By Denise P. Ackley

APPROVED AS TO FORM
CHRISTOPHER L. MACK
COUNTY COUNSEL

By Elizabeth A. Stalker
DEPUTY COUNTY COUNSEL

DAVIS FREE CLINIC

Exhibit "A"
Working Protocols

1. Working Protocols for outpatient and health care service to indigents (primarily): Involve preparation and submittal quarterly of the attached report.

2. Working Protocols for Project Service:
   Steering Committee Description:
   Steering Committee represents the three interests involved (County Designee, Davis Free Clinic Fiscal Coordinator and Regional Rural Health Director) and is comprised of equal representation. The committee serves as an advisory group to the project for program evaluation.

   The evaluation for this project will be in the form of a written report. This will be done monthly by the facilitator to the Steering Committee members. The Steering Committee will monitor the progress of the facilitator towards reaching the stated project objectives according to Payment Schedule (Exhibit "C"). The Davis Free Clinic Fiscal Coordinator will direct the facilitator and meet with her on a weekly basis. The Fiscal Coordinator will be the liason between the facilitator and the County designee (Director of Public Health Nursing). Questionnaires will be sent to providers of the three agencies to assess their present knowledge of referral information. After the printing of the Patient Referral Manual, it will be introduced to the providers as a new referral resource. After six weeks, evaluations will be given to the participating providers to assess the effectiveness of the manual and the patient care Access Plan. Enclosed cards in each Patient Referral Manual and Educational Materials Referral Manual will be addressed to the facilitator inviting comments from the providers. This will assist in the evaluation of the two manuals and their utilization.

EXHIBIT "A" (Continued)

ATISTICAL REPORT

DAVIS FREE CLINIC

_____
Month - Year

NEW:
RETURN:

MALE:
FEMALE:

AGES:
0-4 Years _____
5-12 Years _____
13-19 Years _____
20-24 Years _____
25-29 Years _____
30 Years _____
40 Years _____
50 Years _____

TOTAL PATIENT VISITS
_____

DISORDER OR NEED

Psychiatric .....
Dental.....
E.E.M.T.....
U.R.I.....
Genitourinary.....
G.I.....
Orthopedic.....
Allergy.....
Dermatology.....
Infection.....
Injury.....
Communicable Disease.....
Other.....

WELL VISITS (of these categorized above):

SOME SERVICES

Counseling-Ed.....
Lab. Procedures.....
Physical Exam.....
Minor Surgery.....
Pharmacy-RX.....
Immunization.....
Test Results.....
Cert. Phone.Form.....
Referral.....

PPDs.....
Paps.....

VENEREAL DISEASE

Counseling.....
Treatment.....
G.C. --Suspect.....
Routine.....
VDRL--Suspect.....
Routine.....

PREGNANCY

Counseling.....
Test.....
Referral.....

FAMILY PLANNING

Counseling.....
Pills.....
I.U.D.....
Diaphram.....
Other--Foam.....
condom.....
jel.....
des.....
mucus meth.....
encare oval.....

DRUG RELATED

Emergency.....
Counseling.....
Detoxification.....
Referral.....

STAFF ATTENDANTS

Volunteer
Medic
Counselor
Med Student

F.N.P.
R.N.
Physician
Lab. Tech
Psych. Therapist

EXHIBIT "C"

Yolo County/Community Clinic
SNAP Project Payment Schedule

Objective	Claimable Service	Amount	Date Due
#1	a. Create primary care clinic project facilitator job job description, recruit, and hire.	$9,050	11-17-81
#2	a. Produce outline for development of patient care access plan.	$1,030	1-31-82
	b. Produce patient care access plan draft	$2.500	2-28-82
	c. Produce patient access plan final copy (10 copies)	$3,500	4-30-82
#3	a. Produce patient referral directory (information and referral directory) outline.	$1,030	12-31-81
	b. Draft for patient referral directory	$2,500	1-31-82
	c. Final copy of patient referral direcotry (Min. one for each listing).	$3,500	4-10-82
#4	a. Outline for educational materials manual.	$1,030	3-31-82
	b. Draft of educational materials manual	$2,500	4-30-82
	c. Final copy of educational materials manual (one per participating agency).	$3,500	6-15-82
	TOTAL	$30,140	

FILED

NOV 20 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS

AGREEMENT NO. 81-295

(MEXICAN AMERICAN CONCILIO OF YOLO COUNTY)

THIS AGREEMENT, dated for convenience this 17 day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the MEXICAN AMERICAN CONCILIO OF YOLO COUNTY, a non-profit organization hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for countywide information and referral services and bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the Yolo County Spanish-speaking community.

B. PROVIDER is a non-profit organization capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resources limitations those services described in Exhibit A which is attached hereto and incorporated in this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance

insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party will have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of the PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY, and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this

agreement shall be valid unless made in writing and signed by the parties hereto and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT.

A. COUNTY, for and in consideration of the covenants, conditions, agreements and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to the PROVIDER, the sum of $40,700 for the

months beginning July 1, 1981 and ending June 30, 1982.

B. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. The claim will identify actual costs expended in providing those services as described in Exhibit A. It shall reflect staff and overhead costs for the previous month's service delivery. Regardless of the amount of the monthly reimbursement, total compensation under the term of this agreement will not exceed $40,700.

17. TERM. The term of this agreement shall commence on July 1, 1981 and end on June 30, 1982

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

/ / / /

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By: Paula M Cooper
(DEPUTY)

SEAL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

PROVIDER:

MEXICAN AMERICAN CONCILIO OF YOLO COUNTY

By: Luis Gonzalez, President
Authorized Representative

APPROVED AS TO FORM

Doug D. Rott

EXHIBIT A
MEXICAN AMERICAN CONCILIO

MEXICAN AMERICAN CONCILIO OF YOLO COUNTY
716 MAIN STREET
WOODLAND, CA 95695
(9160666-1088

HOURS: Monday through Friday - 8:30 a.m. to 5:00 p.m.

SERVICES

The Mexican American Concilio will provide, on a countywide basis, three types of services: information and referral, translation, and advocacy.

INFORMATION AND REFERRAL SERVICES

These services shall be provided to all Yolo County residents who request assistance in utilizing available resources and who need assistance to overcome barriers in obtaining services and receiving benefits to which they might be eligible.

TRANSLATION SERVICES

These services shall be provided when Spanish-speaking clients must communicate with the traditional agencies such as social services, schools, hospitals and police. In addition, translation of written communications will be provided.

ADVOCACAY SERVICES

These services shall be provided to clients who do not understand the workings of a bureaucracy, public or private, and who are incapable of articulating on their own behalf. Further, clients will receive interpretation and assistance in completing forms and obtaining the necessary verifications for such agencies as Social Services, Employment Development Department, Social Security and Legal Aid.

BK

MODIFICATION

AGREEMENT NO. 81-296

REQUEST FOR MODIFICATION TO CONTRACT # 81-93 REQUEST DATE 10-22-81

CETA TITLE: VII CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: PSIP MOD # _____

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $ _____ [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To have the Employment Generating Specialist contractor provide services to Yolo County Manpower for an addition two months.

FILED

DEC - 7 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY Anna M. Carlson DEPUTY

MODIFICATION

To extend the time period covered by contract 81-93 to a new ending of 11-30-81.

$2,912
New grant total and fixed price

Signature of program operator 10-28-81 Date

Recommendation and/or comments by staff: [ ] Approve [ ] Disapprove

Recommendation of the MAPC: [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer NOV 17 1981 Date

11/30/81
Effective date of modification

-2- BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIB On-The-Job Training

Agreement/ Subgrant No. 81-297

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 25 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY Anna M. Galvan DEPUTY

PROGRAM	: University of California at Davis	
MAILING ADDRESS	: 312 Mrak Hall	
CITY & STATE	: Davis, CA 95616	PHONE : 752-7302
PROGRAM DIRECTOR	: Tom Harbour	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1981

The term of the SUBGRANT shall end on September 30, 1982

The total amount of the SUBGRANT is $60,000

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature J Goddard	By Signature Robert N Black
Name and Title Jonellen Goddard, Asst Dean - Admin.	Date 10/19/81
Name and Title Robert N. Black, Chairman Yolo County Board of Supervisors	Date NOV 17 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Financial Agreement Signature Sheet

(i) Financial Agreement Narrative

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1981, and shall end September 30, 1982, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $60,000, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to CFR §676.35 and 41 CRF §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

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(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program. If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and

the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services, classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Interest on Debts

If a debt is established against the Prime Sponsor because of disallowed cost arising from an audit of the Subgrantee, and the Department of Labor charges the Prime Sponsor interest on the debt, the Subgrantee is required to pay the interest charge on the debt at the rate in effect as determined by the Department of Labor.

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7. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

8. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or

compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, before the expiration of four years after the statute of limitation otherwise prescribed by law.

9. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose

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of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such terminations and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

10. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

11. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

12. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE

shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment

Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

14. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the

PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

15. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as define in 41 CFR §29-70.102(a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the terms of this agreement.

19. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

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20. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

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(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

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21. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

22. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D or VI when any other person is on layoff from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

23. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

24. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

25. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

26. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

27. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

28. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all

elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66(c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

29. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSOR'S CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

30. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR §676.52 regarding non-discrimination.

31. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this

Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

32. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

33. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the terms of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

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34. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

35. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-297 .

36. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N Blank

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

J. Goddard

(Signature of Authorized Officer)

19 Oct. 1981 — Asst Dean/Admin.

(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

J Goddard

Authorized Signature

10/19/81

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE) 19 Oct. 1981 (Date)

J. Goddard
(Signature of Authorized Officer)

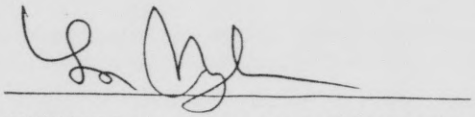
Asst Dean / Admin.
(Title of Authorized Officer)

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Afirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendation for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental, or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

EXHIBIT B

COUNTY OF YOLO
Financial Agreement Signature Sheet

TITLE _____ AGREEMENT NO. _____

This Financial Agreement is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the Prime Sponsor, and the University of California at Davis, hereinafter referred to as UCD.

As UCD agrees to assist the prime sponsor in the operation of employment program under the Comprehensive Employment and Training Act (CETA), this financial agreement will serve to set forth the manner(s) and mechanism(s) for the mutual operation of the program. This financial agreement will also serve to establish a ceiling of funds available under and during the terms of this financial agreement.

The Prime Sponsor hereby enters into this financial agreement pursuant to the provisions of the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the financial agreement attached hereto, and UCD agrees to adhere to and perform all the terms and conditions set forth therein.

The term of the financial agreement will begin on October 1, 1981.

The term of the financial agreement will ends on September 30, 1982.

The maximum amount of funds available under this financial agreement is $60.000.

by (Signature)	by (Signature)
J. Goddard	Robert N Black
Name/Title Asst Dean - Admin. Jonellen Goddard — Date 10/19/81	Name/Title Robert N. Black, Chairman Yolo County Board of Supervisors — Date NOV 17 1981

- Type Name and Title of Authorized Officer -

County of Yolo
FINANCIAL AGREEMENT NARRATIVE

AGREEMENT NUMBER: _____

PROGRAM:	University of California at Davis
CETA ACTIVITY:	Public Sector On-The-Job Training
MAILING ADDRESS:	312 Mrak Hall
CITY/STATE:	Davis, California 95616
PROGRAM CONTACT:	Mr. Jack Jonas PHONE: (916) 752-7302

SUMMARY

The goal of this financial agreement is to establish a formal working relationship between the University of California at Davis (UCD) and the Yolo County Manpower Agency (Prime Sponsor). This financial agreement sets forth the terms and conditions for the joint operation of a CETA Title IIB Public Sector On-The-Job Training (OJT) program.

PROGRAM STATEMENT

The purpose of the CETA Title IIB On-The-Job Training program is to provide employment and training opportunities for CETA eligible, Yolo County residents who would be unable to enter the University system due to lack of skills and/or related experience or who are experiencing other barriers to employment.

For the purpose of this financial agreement, On-The-Job Training (OJT) is training in the public sector which is given to a participant who has been hired first by the employer, and which occurs while the participant is engaged in productive work which provides knowledge or skills essential to the full and adequate performance of the job. After this training occurs the OJT participant will be transitioned to a regular, full-time unsubsidized position.

TRAINING POSITIONS

For the purpose of this financial agreement, positions for On-The-Job Training will be developed on the Davis campus and within the facilities of the Sacramento Medical Center.

The positions to be developed will be entry level positions for a given job classification. These entry level positions can range from jobs requiring minimal skills and qualifications to those requiring a particular skills training background.

TRAINING SLOTS

On-The-Job Training slots will be developed in University and Medical Center Departments that have declared that a vacancy exists and that the particular department wishes to fill the vacancy with a CETA Participant.

On-The-Job Training slots will be developed in departments that make a prior commitment to hire the participant into regular full-time employment once successful completion of the participant's subsidized training period has been accomplished.

UCD assures the Prime Sponsor that OJT slots will not be developed in University or Medical Center departments that are experiencing lay-off problems or participating in a hiring freeze.

Under the terms of this financial agreement, it is not anticipated that UCD will undertake special efforts to establish alternative working arrangements for the CETA OJT participants. However, UCD will encourage individual departments to be flexible with the CETA OJT participants when determining and finalizing the work schedule for these employees.

Under the terms of this agreement the financial figure is a maximum and not a guarantee. UCD may develop On-The-Job Training slots to meet this figure; however in the event the total funds are not expended UCD is not entitled to any of the remaining funds.

UCD PERSONNEL DEPARTMENT REPRESENTATIVES

Under the terms of this financial agreement UCD agrees to provide five Personnel Department Representatives who will serve as the primary liaison for the Prime Sponsor in fulfilling the intent of the CETA Title IIB Public Sector On-The-Job Training program as outlined and referenced herein.

The Personnel Department Representatives will maintain full responsibility for the development of On-The-Job Training positions and the ongoing coordination with the Prime Sponsor in filling these identified positions.

PROCEDURAL STIPULATIONS

RECRUITMENT PROCESS

To initiate the recruitment process UCD must first identify and develop an entry level position within a particular University or Medical Center Department. Once identified and developed UCD will compile and submit to the Prime Sponsor a request for hire which will consist of a:

1. Vacancy listing; and,
2. Job description.

The request for hire will list all pertinent job information as it relates to the skills, knowledge and
efforts to edit the job description consistent with the needs of the Prime Sponsor.

PRIME SPONSOR

Once in receipt of the request for hire, will augment, or otherwise edit, the job description in mutual agreement with the UCD Personnel Representatives. This augmentation and/or editing will be geared toward the development of a training plan for the CETA participant. To further the recruitment process Prime Sponsor will also:

- Assign a Final Filing Date for the opening,
- Assign a DOT Code Number (Dictionary of Occupational Titles) to the particular position in question,
- Determine a maximum/minimum amount of training time necessary for the position (consistent with CETA Regulations),
- Construct recruitment packets for distribution to each of the Project MOVE offices,
- Distribute the recruitment packets to all Prime Sponsor outreach offices (i.e., Project MOVE).

Once Prime Sponosr and UCD have agreed on a job description and training schedule, said agreement will be reduced to writing. Each separate job description/training schedule shall be attached to and become part of this agreement. Once the recruitment process is complete and applicants identified, the Prime Sponsor will deliver to the appropriate Personnel Department Representative the recruitment packets on the first working day after the final filing date of the particular positions.

APPLICANT REVIEW

All applications for a particular position will undergo a screening and review procedure by the appropriate UCD Personnel Department Representative and the Prime Sponsor Representative in charge of coordinating Public Sector On-The-Job Training. This review and screening of the CETA applicants will be directed at providing pertinent information regarding the applicants' potential for success which cannot be gleaned from the recruitment packet itself.

ACCEPTABLE APPLICATIONS

Once the Prime Sponsor and UCD Representatives identify the acceptable applications for a particular position, UCD will forward said applications to the UCD Department where the potential hire is to occur.

INTERVIEW AND SELECTION

Once all acceptable applications are forwarded to the hiring department it will be the responsibility of the particular department to schedule interviews and make the final selection of the individual(s) to be hired.

PRIME SPONSOR NOTIFICATION

Once a selection has occurred, and prior to the CETA participant beginning work, the UCD Department will notify the Prime Sponsor of the selection. Once notified, the Prime Sponsor Representative will arrange for a meeting between the CETA participant selected, the Department of Supervisor and the Prime Sponsor Representative. This meeting will occur prior to the CETA participant beginning work.

FINALIZING THE SELECTION

Prime Sponsor will maintain sufficient contact with the UCD Personnel Representative so that timely meetings between the CETA participant, the Department Supervisor and the Prime Sponsor can take place with a minimal amount of delay. The Prime Sponsor will utilize these meetings to finalize all necessary paperwork on the CETA participant.

PARTICIPANTS' FOLDER

The Prime Sponsor, consistent with CETA Regulations, will maintain responsibility for the compilation and maintenance of the CETA participant folder. At a minimum, for participant folder will include:

A. Copy of MOU between the individual department of hire and prime sponsor,

B. Job Description,

C. Employment Certification, and,

D. Participant Training Plan.

Copies of CETA Participant Evaluations and Employability Development Plans will be kept in the CETA participant folder.

MEMORANDUM OF UNDERSTANDING

The Prime Sponsor will be responsible for the development of a Memorandum of Understanding (MOU) between the UCD department where the hire is to occur and the Prime Sponsor. A separate MOU will be developed for each CETA participant hired regardless of the frequency of hire within a given department.

The MOU will contain and outline:

A. Occupational elements of training,

B. DOT code assigned to the position,

C. Maximum allowable time for training,

D. Maximum amount of subsidized reimbursement from the Prime Sponsor for the particular position (i.e. percentage of total salary to be reimbursed by the prime sponsor; and,

E. Method of reimbursement.

The MOU may also contain orientation information beneficial to the participant. Each MOU will be signed and a copy retained by the:

A. Prime Sponsor Representative responsible for the particular CETA participant,

B. UCD Department head; and,

C. The CETA participant.

Each MOU will be attached to and become part of the agreement. A sample blank MOU is attached.

PARTICIPANT EVALUATION

UCD will be responsible for the evaluation of participant progress and performance. The evaluation process will be consistent with the University's established personnel evaluation procedures. UCD will be responsible for evaluation of performance and progress once every other month commencing at the end of the first month of training.

The Prime Sponsor will be responsible for making on-site evaluation visits in these months when UCD does not evaluate performance and progress.

PROBLEM RESOLUTION

When, in the course of routine evaluation, whether of Prime Sponsor or UCD origin, a job related problem is identified the following procedure will be utilized to resolve the problem.

PROCEDURE

The problem area is identified, documented and submitted to the lead UCD Personnel Department Representative along with all pertinent support documents. The lead UCD Personnel Department Representative will analyze the problem and the support documents in conjunction with the UCD Personnel Representative responsible for the hire. At this point UCD will contact the appropriate Prime Sponsor Representative (i.e., the one coordinating the hire for the Prime Sponsor) advising them of the problem and recommending corrective action. The final correction action taken to resolve the identified problem must be mutually agreed to and implemented by:

A. The lead UCD Personnel Department Representative,

B. The particular UCD Representative responsible for the hire,

C. The lead Prime Sponsor Representative, and, if deemed necessary, the:

D. UCD Department Head; and,

E. Participant's actual Work Supervisor.

If the origin of problem identification is the Prime Sponsor, the procedure may have variance with regard to the sequence of involvement by the pertinent individual.

All or any problems or situations that are found not to be incompliance with Federal Regulations and/or general contract stipulations will require corrective action defined by the Prime Sponsor, in accordance with page 12 and 13 of contract.

For:
University of California Davis

J Goddard
(Signature of Authorized Officer)

Jonellen Goddard Asst Dean/Admin.
(Name/Title of Authorized Officer)

10/19/81
(Date)

For:
County of Yolo, Prime Sponsor

Robert N Black
(Signature of Authorized Officer)

Robert N. Black, Chairman
Yolo County Board of Supervisors
(Name/Title of Authorized Officer)

11/25/81
(Date)

YOLO COUNTY MANPOWER AGENCIES
ON-THE-JOB TRAINING
MEMORANDUM OF UNDERSTANDING

The purpose of this agreement is to provide clarification and mutual understanding between the Yolo County Manpower Agency and the University of California, Davis Departments participating in the CETA Title IIB On-The-Job Training Program.

ON-THE-JOB TRAINING OUTLINE

a. Yolo County Manpower and UCD _____ Department agree that the term of the agreement is from _____ through _____. Throughout the course of the training Yolo County Manpower will reimburse _____ percent of the participants' monthly salary (not to include fringe benefits). Reimbursement will not exceed $_____.

b. The Department will train _____ as a _____ DOT Code _____.
(Job Title)

c. Elements and hours of training:

Elements of Training	Hours	Percentage

d. Discussion of UCD Department policies and procedures:

_____ 1. Work Day (time in/time out)
_____ 2. Break Periods (when, where, length)
_____ 3. Lunch Periods (when, where, lenght)
_____ 4. Absence, Tardy, and Vacation Policy
_____ 5. Insurance Programs
_____ 6. Pay Procedures (when, advances, loans)
_____ 7. Safety Regulations (dress code, etc.)
_____ 8. Job Description and Training Plan
_____ 9. Evaluation Procedure (form, time, place)
_____ 10. Chain of Command
_____ 11. Equipment, Tools, Supplies (how to order, etc.)
_____ 12. Transition Plans and Career Ladder
_____ 13. Administrative Appeal procedure
_____ 14. CETA Complaint procedures
_____ 15. CETA EO/AA policy

The items above mention, have been discussed and agreed upon by the involved parties.

TRAINEE _____ DATE _____

SUPERVISOR _____ DATE _____

COUNTY REPRESENTATIVE _____ DATE _____

FILED

NOV 20 1981

PETE L. LUCAS, Clerk of the BOARD OF SUPERVISORS

By Ruth M. Cooper DEPUTY

AGREEMENT NO. 81-298

(Agreement for Transportation Services)

THIS AGREEMENT, made and entered into this 17th day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Sacramento Ambulance Services, Incorporated, doing business as Sacramento Ambulance Service, Inc., hereinafter refered to as CONTRACTOR.

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to provide transportation services for certain patients of its Mental Health Services, hereinafter referred to as MENTAL HEALTH.
2. CONTRACTOR is licensed to operate ambulance service in this State and meets and exceeds all operational, certification, licensing, equipment, and personnel requirements of the California Vehicle Code and Article 1 of Subchapter 5 of Title 13 of the California Administrative Code.

AGREEMENTS: COUNTY, in consideration of CONTRACTOR'S promises contained hereinafter recited agreements, and CONTRACTOR, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. DESCRIPTION OF SERVICES: The services to be performed by CONTRACTOR shall include the following:

   a. Transportation of MENTAL HEALTH'S patients upon the oral or written request of DIRECTOR OF MENTAL HEALTH in accordance with the description of services contained in Exhibit "A" attached hereto and incorporated herein by reference thereto.

   b. Maintenance of a current record of each call for which a van or an ambulance of CONTRACTOR is requested. Such record shall be maintained for a period of not less than four (4) years, and shall be available at all reasonable times for review by authorized representatives of

COUNTY. Such record shall include:

1) Date, time and location of call and identity of person receiving same for CONTRACTOR.

2) Identity of person requesting the service.

3) Identification of each driver and attendant dispatched.

4) If vehicle is not dispatched as requested, the reason therefore.

c. Maintenance of all records concerning employment, employment advertisement, application forms and other pertinent data and records shall be available at all reasonable times for review by authorized representatives of COUNTY.

2. PAYMENT:

a. CONTRACTOR shall be paid in accordance with rates and services schedule attached hereto as Exhibit "A" and incorporated by reference thereto.

b. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the DIRECTOR of MENTAL HEALTH setting forth in detail a description of the services rendered.

3. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely responsible and liable to pay all required taxes, including, but not limited to withholding and Social Security.

CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

4. LIABILITY:

a. CONTRACTOR agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from CONTRACTOR'S

performance under this agreement.

b. CONTRACTOR shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of $1,000,000/$1,000,000 specifically naming COUNTY as an insured party thereto for all purposes.

5. AMENDMENTS: The body of this Agreement, together with Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement or their successors in office.

6. TERM: This agreement shall commence on July 1, 1981, and shall terminate on June 30, 1982. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intention.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper
DEPUTY

Chas C Watts
Sacramento Ambulance Services
President

MENTAL HEALTH SERVICES

BY C P Thomson
DIRECTOR

APPROVED AS TO FORM
COUNTY COUNSEL

By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

SERVICES:	BID:
1. Lockable van from the inside with one E.M.T.	Base Rate: $19.80 & Mileage: .77 per mile round trip Standby: $ 9.90 per hour per attendant/ driver Dry Run: $19.80 and $ .70 per mild round trip
2. Additional Attendants	$11.00 per hour per attendant
3. Alternative Transportation	Per individual agreement based on cheapest and most beneficial mode of transportation
4. Two patient to the same destination will not be an extra charge.	

CALLER DETERMINES MODE OF SERVICE

CRITERIA FOR DETERMINING MODE:

Van will be used unless it is less expensive, desirable, and beneficial to use another mode of transportation.

5. If caller requests ambulance, County will be billed at the Medi-Cal rate for ambulance.

FILED

NOV 20 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By _____ Deputy

AGREEMENT NO. 81-299

(Agreement to Use Buildings)

THIS AGREEMENT, made and entered into this 17th day of November, 1980, by and between the County of Yolo, a political subidivision of the State of California, hereinafter referred to as COUNTY, and Robert Griffith, Manager of Midtown Building, hereinafter referred to as MANAGER.

W I T N E S S E T H:

1. RECITALS:

a. MANAGER leases a building consisting of 2200 square feet, suitable for clinical activities.

b. COUNTY desires the use of said building for the operation of various WIC and CHDP screening clinics by the Health Services Agency, Public Health Division, hereinafter referred to as AGENCY, and for other purposes reasonably related thereto.

2. AGREEMENTS:

a. Use Granted. MANAGER hereby grants to COUNTY, on the terms and conditions hereinafter setforth, permission and authority to use the premises hereinafter described for the hereinabove recited purposes. COUNTY shall have non-exclusive access to said premises.

b. Hours of Use. COUNTY'S right to use and occupy the herein described premises shall be limited to hours of 8:00 a.m. to 5:00 p.m. four days per month as prearranged with MANAGER staff by AGENCY, for the terms of this agreement. MANAGER hereby reserves to itself the right to use said premises as it deems necessary at all other times.

c. Description. The premises subject to this use agreement are situated at the Midtown Building, 327 College Street, and encompasses all 2200 square feet thereof.

d. Consideration. In consideration of the COUNTY'S use of said premises, COUNTY shall pay MANAGER a fee in the amount of TWO HUNDRED FIFTY DOLLARS ($250) per month, to a maximum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($1,750) for the term hereof. Said fee shall be due and payable on the first day of each month during the term hereof.

e. Term of Agreement. The term of this agreement shall commence on the date of its execution, and shall continue from month to month.

f. Use. The premises shall be used and occupied only for the purposes hereinabove described by AGENCY and other purposes reasonably related thereto. COUNTY shall be wholly responsible for the program and its operation.

g. Utilities. MANAGER shall pay all charges for utilities used on the premises during the lease term.

h. Repairs and Alterations.

1) MANAGER agrees to maintain and repair the interior and exterior water and sewer lines, electrical service and circuits, roof, heating, air conditioning, hot water heating, walls and windows.

2) COUNTY will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance; and COUNTY will not make or suffer to be made, any alterations of the premises, or any part thereof, without the written consent of MANAGER first had and obtained and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at one a part of the premises and belong to MANAGER.

i. Assignment. MANAGER and COUNTY agree that this is an agreement

to grant a license to COUNTY, and that the COUNTY'S right is personal and not assignable.

j. Exculpatory Clause.

1) COUNTY agrees to indemnify and save MANAGER harmless from and against any and all claims arising for any acts, omissions, or negligence of COUNTY, or its contractors, licensees, agents, servants, or employees.

2) MANAGER agrees to indemnify and save COUNTY harmless from and against any and all claims arising for any acts, omissions, or negligence of MANAGER, or its contractors, licensees, agents, servants, or employees.

k. Insurance. During the term of this agreement, COUNTY shall, at its own expense, maintain in full force a policy or policies of public liability insurance insuring MANAGER and COUNTY against liability for injury to persons and property, and for death of persons arising from any accident, injury or damage occuring, in, on, or about the premises, or any portion of them arising from any act, omission or negligence of COUNTY or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) for any one person injured or killed, nor less than THREE HUNDRED THOUSAND DOLLARS ($300,000) for any one accident, and not less than FIFTY THOUSAND DOLLARS ($50,000) for property damage.

l. Option to Extend. The parties agree that COUNTY shall have an option to extend this agreement for subsequent terms for the same fee, subject only to MANAGER'S need to utilize the premises for its own purposes. Notice to intent to exercise the option will be furnished by June 30, and MANAGER shall determine the availability of the

premises for the following term by July 31.

m. Notices. All notices to be given COUNTY by MANAGER shall be given in writing signed by competent MANAGER authority. Notices to MANAGER shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to MANAGER at 327 College Street, Woodland, California 95695.

n. Conditional Limitations. Each term and each provision of this agreement performable by COUNTY shall be construed to be both a covenant and a condition.

o. Waiver. One or more waivers by MANAGER of any covenant or condition shall not be construed as a waiver or subsequent breach of the same or any other convenant or condition. MANAGER consent to or approval of any act by COUNTY requiring MANAGER consent or approval shall not be deemed to waive or render unnecessary MANAGER consent to or approval of any subsequent similar act by COUNTY.

p. Construction. The marginal headings or title to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year herinabove written.

ROBERT GRIFFITH, Manager of the Midtown Building

Robert T. Griffith

ATTEST:

Pete E. Lucas, Clerk
of the Board of Supervisors

BY Paula M. Cooper
Deputy

COUNTY OF YOLO, a political subidvision of the State of California

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Stallard
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-900

LOAN NO: 193-000
LOAN AMOUNT: $23,504.00

FILED
DEC 15 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By [signature] DEPUTY

ENERGY CONSERVATION ASSISTANCE LOAN AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 29 DAY OF OCTOBER IN THE STATE OF CALIFORNIA BY AND BETWEEN THE STATE OF CALIFORNIA, CALIFORNIA ENERGY COMMISSION, HEREINAFTER "COMMISSION", AND YOLO GENERAL HOSPITAL HEREINAFTER "BORROWER".

1. AUTHORITY

A. PURSUANT TO THE PURPOSES AUTHORIZED BY THE ENERGY CONSERVATION ACT, SECTION 25410, ET SEQ, OF THE CALIFORNIA PUBLIC RESOURCES CODE, THE COMMISSION HAS APPROVED BORROWER'S LOAN APPLICATION DATED MAY 1, 1981 WHICH IS NOT ATTACHED BUT IS EXPRESSLY INCORPORATED BY REFERENCE HEREIN.

B. SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND THE ATTACHED LOAN APPROVAL REQUEST TO THE EXTENT IT MODIFIES BORROWER'S LOAN APPLICATION, THE COMMISSION SHALL MAKE A LOAN TO BORROWER IN THE AMOUNT OF TWENTY-THREE THOUSAND FIVE HUNDRED FOUR AND 00/100 DOLLARS ($23,504.00), EVIDENCED BY A PROMISSORY NOTE LOAN NO. 193-000 ATTACHED HERETO AS EXHIBIT A.

2. GENERAL TERMS

A. THE BORROWER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO BORROWER AND TO ANY AND ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, LABORERS AND ANY OTHER PERSON, FIRM OR CORPORATION FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO ANY PERSON, FIRM OR CORPORATION WHO MAY BE INJURED OR DAMAGED BY THE BORROWER IN THE PERFORMANCE OF THIS CONTRACT.

B. THE BORROWER, AND THE AGENTS AND EMPLOYEES OF BORROWER, IN THE PERFORMANCE OF THIS AGREEMENT, SHALL ACT IN AN INDEPENDENT CAPACITY AND NOT AS OFFICERS OR EMPLOYEES OR AGENTS OF STATE OF CALIFORNIA.

C. WITHOUT THE WRITTEN CONSENT OF THE COMMISSION, THE AGREEMENT IS NOT ASSIGNABLE OR TRANSFERRABLE BY BORROWER EITHER IN WHOLE OR IN PART.

D. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

E. NO ALTERATION OR VARIATION OF THE TERMS OF THIS AGREEMENT SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE PARTIES HERETO, AND NO ORAL UNDERSTANDING OR AGREEMENT NOT INCORPORATED HEREIN, SHALL BE BINDING ON ANY OF THE PARTIES HERETO.

3. PURPOSE

THE BORROWER AGREES TO EXPEND ALL FUNDS ADVANCED PURSUANT TO THIS AGREEMENT ONLY FOR THE PURPOSES AND IN THE AMOUNTS SET FORTH IN BORROWER'S APPROVED APPLICATION. IN THE EVENT THAT THE COMMISSION DETERMINES THAT FUNDS HAVE BEEN EXPENDED FOR PURPOSES OTHER THAN THOSE SPECIFIED, THE FULL AMOUNT OF THE LOAN, INCLUDING PRINCIPAL AND INTEREST, SHALL BE IMMEDIATELY DUE AND PAYABLE.

4. LOAN DISBURSEMENT SCHEDULE

A. THE COMMISSION AGREES TO DISBURSE FUNDS TO THE BORROWER UPON THE PROPER EXECUTION OF THE ATTACHED PROMISSORY NOTE AND THE APPROPRIATE SECURITY INSTRUMENTS, AND REQUIRED SUPPLEMENTAL DOCUMENTS.

B. LOAN FUNDS SHALL BE DISBURSED BASED ON INVOICES SUBMITTED BY BORROWER IN A FORM APPROVED BY COMMISSION AT SUCH TIMES AND IN SUCH AMOUNTS AS DETERMINED APPROPRIATE BY COMMISSION IN ORDER TO ACCOMPLISH THE PURPOSE OF THE LOAN.

5. INTEREST

THE LOAN HEREIN SHALL BEAR SIMPLE INTEREST AT THE RATE SET FORTH IN THE ATTACHED PROMISSORY NOTE ON THE PRINCIPAL BALANCE OF LOAN FUNDS DISBURSED TO THE BORROWER. PAYMENT OF SAID INTEREST SHALL BE DUE AT THE TIME OF REPAYMENT OF THE LOAN TO THE COMMISSION AND SHALL ACCRUE FROM THE TIME OF DISBURSAL TO THE BORROWER UNTIL RECEIPT OF REPAYMENT TO THE COMMISSION.

6. TERM

A. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE OF ITS EXECUTION BY THE COMMISSION.

B. THE BORROWER AGREES TO COMPLETE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WITHIN THE PERIOD STATED IN THE BORROWER'S APPROVED LOAN APPLICATION.

7. REPAYMENT

ALL FUNDS ADVANCED HEREUNDER, TOGETHER WITH ALL INTEREST PAYABLE THEREON, SHALL BE REPAID TO THE COMMISSION NO LATER THAN THE DATE SPECIFIED IN THE PROMISSORY NOTE.

8. PREPAYMENT

BORROWER SHALL HAVE THE RIGHT TO PREPAY AT ANY TIME ALL OR ANY PART OF THE AMOUNT OF THIS LOAN WITHOUT PENALTY.

9. PROMISSORY NOTE

IN ORDER TO EVIDENCE ITS DEBT TO THE COMMISSION HEREUNDER, THE BORROWER AGREES TO, CONTEMPORANEOUSLY WITH THE EXECUTION OF THIS AGREEMENT, EXECUTE AND DELIVER TO THE COMMISSION A PROMISSORY NOTE.

10. SECURITY (APPLIES ONLY TO NONGOVERNMENTAL BORROWERS)

A. THE COMMISSION MAY REQUIRE SECURITY FOR A LOAN OF $10,000 OR MORE. IF REQUIRED BY THE COMMISSION: (1) BORROWER AGREES TO EXECUTE A DEED OF TRUST ON THE PROPERTY TO BE IMPROVED UNDER THE TERMS OF THIS AGREEMENT TO SECURE THE ATTACHED PROMISSORY NOTE, WITH SAID DEED OF TRUST NAMING THE STATE OF CALIFORNIA, CALIFORNIA ENERGY COMMISSION AS BENEFICIARY; BORROWER SHALL ALSO OBTAIN AND DELIVER A STANDARD CLTA TITLE INSURANCE POLICY FOR THE SECURED PROPERTY, INSURING THE COMMISSION'S INTEREST AS LENDER. (2) BORROWER FURTHER AGREES THAT, AS PART OF ITS LOAN APPLICATION AND AT THE REQUEST OF THE COMMISSION, IT HAS SUBMITTED A CURRENT PRELIMINARY TITLE REPORT AND A CURRENT MARKET VALUE APPRAISAL OF SAID PROPERTY WITH VALUES SUPPORTED BY AVAILABLE MARKET DATA WHICH HAS BEEN PREPARED BY A LICENSED APPRAISER.

B. FOR ALL NONGOVERNMENTAL LOANS THE BORROWER AGREES THAT IN THE EVENT THAT IT SELLS, TRANSFERS, MORTGAGES, DISPOSES OR FURTHER ENCUMBERS THE SAID PROPERTY, OR ANY PART THEREOF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSION, THEN THE COMMISSION SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE THE ENTIRE BALANCE OF THE UNPAID PRINCIPAL WITH UNPAID INTEREST DUE THEREON, IMMEDIATELY DUE AND PAYABLE. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS.

11. ACCOUNTS

A. IF REQUESTED BY THE COMMISSION, THE BORROWER AGREES TO DEPOSIT ALL FUNDS RECEIVED UNDER THIS AGREEMENT IN A SEGREGATED ACCOUNT IN AN INSTITUTION WHOSE DEPOSITS ARE INSURED BY THE FEDERAL OR THE STATE GOVERNMENTS.

B. THE BORROWER FURTHER AGREES TO ESTABLISH ON ITS BOOKS AN ENERGY CONSERVATION LOAN ACCOUNT WHICH SHALL BE MAINTAINED AS LONG AS THE LOAN OBLIGATION REMAINS UNSATISFIED.

C. THE BORROWER FURTHER AGREES TO MAINTAIN RECORDS THAT ACCURATELY AND FULLY SHOW THE DATE, AMOUNT, PURPOSE, AND PAYEE OF ALL EXPENDITURES DRAWN ON SAID ACCOUNT.

D. THE BORROWER FURTHER AGREES TO UTILIZE A VOUCHER SYSTEM BY WHICH ALL EXPENDITURES FROM SAID ACCOUNT WILL BE AUTHORIZED AND AUTHENTICATED.

E. THE BORROWER FURTHER AGREES TO ALLOW THE COMMISSION OR ANY OTHER AGENCY OF THE STATE, ON WRITTEN REQUEST, TO HAVE REASONABLE ACCESS TO AND THE RIGHT OF INSPECTING ALL RECORDS THAT PERTAIN TO SAID ACCOUNT AND AGREES TO SUBMIT TO AN INDEPENDENT AUDIT, IF THIS SHOULD BE REQUESTED BY THE COMMISSION, AT THE EXPENSE OF THE BORROWER.

12. BUDGET

THE BORROWER AGREES TO ANNUALLY BUDGET AN AMOUNT AT LEAST SUFFICIENT TO MAKE THE SEMI-ANNUAL PAYMENTS REQUIRED UNDER THIS AGREEMENT, WHICH AMOUNT IS INTENDED TO BE OBTAINED BY SAVINGS IN ENERGY COSTS. THE LACK OF SUFFICIENT SAVINGS IN ENERGY COSTS TO MAKE PAYMENTS SHALL NOT EXCUSE BORROWER FROM ITS OBLIGATION UNDER THIS AGREEMENT. IF BORROWER IS A COUNTY, CITY, TOWN, TOWNSHIP, BOARD OF EDUCATION OR SCHOOL DISTRICT, BORROWER AGREES THAT THE AMOUNT OF THE SEMI-ANNUAL LOAN REPAYMENT SHALL NOT BE RAISED BY THE LEVY OF ADDITIONAL TAXES AND SHALL NOT BE A CHARGE AGAINST BORROWER'S GENERAL FUND, BUT SHALL BE DERIVED FROM SAVINGS IN ENERGY COSTS RESULTING FROM THE SUBJECT ENERGY CONSERVATION PROJECT, OR FROM SPECIAL FUND REVENUES RESERVED TO THE AGENCY OR DEPARTMENT OF WHICH THE SUBJECT PROJECT IS TO BECOME A PART.

13. DEFAULT

A. IN THE EVENT THE BORROWER, FOR ANY REASON, IS UNABLE TO PROCEED WITH THE PURPOSE OF THIS AGREEMENT, THE COMMISSION MAY DECLARE THIS AGREEMENT TO HAVE BEEN BREACHED AND BE RELEASED FROM ANY FURTHER PERFORMANCE HEREUNDER.

B. IN THE EVENT OF ANY DEFAULT OR BREACH OF THE AGREEMENT BY THE BORROWER, THE COMMISSION, WITHOUT LIMITING ANY OF ITS OTHER LEGAL RIGHTS OR REMEDIES, MAY DECLARE THE PROMISSORY NOTE EVIDENCING THE LOAN TO BE DUE AND PAYABLE.

14. REPORTING

WITHIN TEN DAYS AFTER THE COMMISSION'S WRITTEN REQUEST, THE BORROWER SHALL SUBMIT A STATUS REPORT ON ITS ACTIVITIES TO DATE PURSUANT TO THIS AGREEMENT IN SUCH FORMAT AS DETERMINED BY THE COMMISSION AND AS OFTEN AS REASONABLY REQUIRED BY THE COMMISSION.

15. FAIR EMPLOYMENT PRACTICES

THE ATTACHED FAIR EMPLOYMENT PRACTICES ADDENDUM IS EXPRESSLY MADE A PART OF THIS AGREEMENT. REFERENCE TO THE "THE CONTRACTOR" IN THE ADDENDUM SHALL BE CONSIDERED AS REFERENCE TO "THE BORROWER" UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO, UPON THE DATE FIRST ABOVE WRITTEN.

STATE OF CALIFORNIA - ENERGY COMMISSION	BORROWER (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
TITLE	TITLE

COUNTY OF YOLO, STATE OF CALIFORNIA

Chairman, Board of Supervisors

AMOUNT ENCUMBERED	FISCAL YEAR	FUND	LOAN NO.
$23,504.00	1980-81	ENERGY CONSERVATION ASSISTANCE ACCOUNT	193-000

APPROPRIATION	LINE ITEM ALLOTMENT
SECTION 25412/16 PUBLIC RESOURCES CODE FOR ALLOCATION TO LOCAL AGENCIES FOR LOANS (SCHOOLS & HOSPITALS)	903-44-00

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

SIGNATURE OF ACCOUNTING OFFICER	DATE
Linda Wilds	11/9/81

I HEREBY CERTIFY THAT ALL CONDITIONS FOR EXEMPTIONS SET FORTH IN STATE ADMINISTRATIVE MANUAL SECTION 1209 HAVE BEEN COMPLIED WITH AND THIS DOCUMENT IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF FINANCE.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY	DATE
John S. Tatum	11-9-81

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

LOAN NO: 193-000
LOAN AMOUNT: $23,504.00

PROMISSORY NOTE

1. FOR VALUE RECEIVED, THE UNDERSIGNED (HEREINAFTER REFERRED TO AS THE "BORROWER") PROMISES TO PAY TO THE ORDER OF THE STATE OF CALIFORNIA, CALIFORNIA ENERGY COMMISSION (HEREINAFTER REFERRED TO AS THE "COMMISSION"), AT ITS PRINCIPAL PLACE OF BUSINESS IN SACRAMENTO, CALIFORNIA, OR AT SUCH OTHER PLACE AS THE COMMISSION MAY DESIGNATE, THE PRINCIPAL SUM OF TWENTY-THREE THOUSAND FIVE HUNDRED FOUR AND 00/100 DOLLARS ($23,504.00) OR SUCH LESSER AMOUNT AS SHALL EQUAL THE AGGREGATE AMOUNT DISBURSED TO THE BORROWER BY THE COMMISSION AS EVIDENCED BY THE ATTACHED DETAIL LIST, TOGETHER WITH INTEREST ON THE UNPAID PRINCIPAL COMPUTED FROM THE DATE EACH DISBURSEMENT TO THE BORROWER UNTIL REPAID BY THE BORROWER AT THE INTEREST RATE OF SEVEN AND THREE-QUARTER PERCENT (7.75) PER ANNUM, PRINCIPAL AND INTEREST TO BE DUE AND PAYABLE IN SEVEN (7) SEMI-ANNUAL INSTALLMENTS OF FOUR THOUSAND NINETY AND 76/100 DOLLARS ($4,090.76) EACH, BEGINNING ON OR BEFORE DECEMBER 22 OF THE FISCAL YEAR FOLLOWING THE YEAR IN WHICH THE PROJECT IS COMPLETED OR ON DECEMBER 22, 1985, WHICHEVER IS THE FIRST TO OCCUR, AND CONTINUING THEREAFTER UNTIL SAID PRINCIPAL AND INTEREST HAVE BEEN PAID IN FULL.

2. PAYMENT OF ANY INSTALLMENT SHALL BE FIRST APPLIED TO ACCRUED INTEREST TO THE DATE OF DISBURSAL TO THE BORROWER AND THE BALANCE, IF ANY, TO PRINCIPAL. THE BORROWER MAY PREPAY THIS NOTE IN FULL OR IN PART, WITHOUT PENALTY, BUT ANY SUCH PREPAYMENT SHALL BE FIRST APPLIED TO PRINCIPAL AND THE BALANCE, IF ANY, TO ACCRUED INTEREST.

3. IF ANY INSTALLMENT IS NOT PAID WITHIN 30 DAYS AFTER ITS DUE DATE, THE COMMISSION, AT ITS OPTION MAY REQUIRE THE BORROWER TO PAY A LATE CHARGE EQUAL TO 5% OF THE AMOUNT OF THE INSTALLMENT, OR $5, WHICHEVER IS GREATER.

4. FOR NON-GOVERNMENTAL BORROWERS OF A LOAN OF $10,000 OR MORE, THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS MADE PURSUANT TO A LOAN AGREEMENT BETWEEN THE BORROWER AND THE COMMISSION AND IS SECURED BY A DEED OF TRUST.

5. ON THE OCCURRENCE OF ANY EVENT OF DEFAULT, THE COMMISSION, AT ITS SOLE ELECTION, MAY DECLARE ALL OR ANY PORTION OF THE PRINCIPAL AND ACCRUED INTEREST ON THIS NOTE TO BE IMMEDIATELY DUE AND PAYABLE AND MAY PROCEED AT ONCE WITHOUT FURTHER NOTICE TO ENFORCE THIS NOTE ACCORDING TO LAW.

6. EACH OF THE FOLLOWING OCCURRENCES SHALL CONSTITUTE AN EVENT OF DEFAULT:

   A. FAILURE OF THE BORROWER TO REPAY ANY PRINCIPAL OR INTEREST WHEN DUE UNDER THE TERMS OF THIS NOTE;

   B. TERMINATION OF SAID LOAN AGREEMENT PURSUANT TO THE TERMS THEREOF OR BREACH BY THE BORROWER OF ANY TERMS OF SAID LOAN AGREEMENT;

C. FAILURE OF THE BORROWER TO UNDERTAKE IN A TIMELY WAY THE EXPRESS AND IMPLIED ACTIVITIES FOR WHICH SAID LOAN AGREEMENT HAS BEEN EXECUTED OR A SUBSTANTIAL REDUCTION BY THE BORROWER IN THE SCOPE OF SAID ACTIVITIES;

D. OCCURRENCE OF (1) THE BORROWER'S BECOMING INSOLVENT OR BANKRUPT OR BEING UNABLE OR ADMITTING IN WRITING ITS INABILITY TO PAY ITS DEBTS AS THEY MATURE OR MAKING A GENERAL ASSIGNMENT FOR THE BENEFIT OF OR ENTERING INTO ANY COMPOSITION OR ARRANGEMENT WITH CREDITORS; (2) PROCEEDINGS FOR THE APPOINTMENT OF A RECEIVER, TRUSTEE, OR LIQUIDATOR OF THE ASSETS OF THE BORROWER OR A SUBSTANTIAL PART THEREOF, BEING AUTHORIZED OR INSTITUTED BY OR AGAINST THE BORROWER; OR (3) PROCEEDINGS UNDER ANY BANKRUPTCY, REORGANIZATION, READJUSTMENT OF DEBT, INSOLVENCY, DISSOLUTION, LIQUIDATION OR OTHER SIMILAR LAW OR ANY JURISDICTION BEING AUTHORIZED OR INSTITUTED AGAINST THE BORROWER.

7. NO DELAY OR FAILURE OF COMMISSION IN THE EXERCISE OF ANY RIGHT OR REMEDY HEREUNDER OR UNDER ANY OTHER AGREEMENT, WHICH SECURES OR IS RELATED HERETO, SHALL AFFECT ANY SUCH RIGHT OR REMEDY, AND NO SINGLE OR PARTIAL EXERCISE OF ANY SUCH RIGHT OR REMEDY SHALL PRECLUDE ANY FURTHER EXERCISE THEREOF, AND NO ACTION TAKEN OR OMITTED BY COMMISSION SHALL BE DEEMED A WAIVER OF ANY SUCH RIGHT OR REMEDY.

8. ANY NOTICE TO THE BORROWER PROVIDED FOR IN THIS NOTE SHALL BE GIVEN BY MAILING SUCH NOTICE BY CERTIFIED MAIL ADDRESSED TO THE BORROWER AT THE ADDRESS STATED IN THE LOAN AGREEMENT, OR TO SUCH OTHER ADDRESS AS THE BORROWER MAY DESIGNATE BY NOTICE TO THE COMMISSION. ANY NOTICE TO THE COMMISSION SHALL BE GIVEN BY MAILING SUCH NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE COMMISSION AT THE ADDRESS STATED IN THE LOAN AGREEMENT, OR AT SUCH OTHER ADDRESS AS MAY HAVE BEEN DESIGNATED BY NOTICE TO THE BORROWER.

9. IF SUIT IS BROUGHT TO COLLECT THIS NOTE, THE COMMISSION SHALL BE ENTITLED TO COLLECT ALL REASONABLE COSTS AND EXPENSES OF SAID SUIT, INCLUDING REASONABLE ATTORNEY'S FEES.

10. THIS NOTE SHALL BE BINDING UPON THE BORROWER AND ITS SUCCESSORS AND ASSIGNS AND UPON THE COMMISSION AND ITS SUCCESSORS AND ASSIGNS.

11. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

BORROWER Robert N. Black

BY _____
COUNTY OF YOLO, STATE OF CALIFORNIA

TITLE Chairman, Board of Supervisors

LOAN NO: 193-000
LOAN AMOUNT: $23,504.00
PAGE 1

PROMISSORY NOTE DETAIL

THE PRINCIPAL SUM OF TYPE ECM FACILITY NO. 01
FOR: FEDERAL MATCH TO IMPLEMENT 7 ECM'S

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

ENERGY CONSERVATION ASSISTANCE LOANS

LOAN AMORTIZATION SCHEDULE

LOAN NUMBER	193-000
ORGANIZATION	YOLO GENERAL HOSPITAL
LOAN AMOUNT	23,504.00
ANNUAL INTEREST RATE	7.75 %
NUMBER OF SEMIANNUAL PAYMENTS	7
ESTIMATED LOAN START DATE	11/01/81
ESTIMATED PROJECT COMPLETION DATE	06/01/82
ASSUMED FIRST PAYMENT DATE	12/22/82

DATE	TRANSACTION	AMOUNT	INTEREST	PRINCIPAL	BALANCE
11/01/81	LOAN ADVANCE	23,504.00			23,504.00
06/22/82	AMORTIZATION DATE		1,162.80		24,666.80
12/22/82	PAYMENT NO. 01	4,090.76	955.84	3,134.92	21,531.88
06/22/83	PAYMENT NO. 02	4,090.76	834.36	3,256.40	18,275.48
12/22/83	PAYMENT NO. 03	4,090.76	708.17	3,382.59	14,892.89
06/22/84	PAYMENT NO. 04	4,090.76	577.10	3,513.66	11,379.23
12/22/84	PAYMENT NO. 05	4,090.76	440.95	3,649.81	7,729.42
06/22/85	PAYMENT NO. 06	4,090.76	299.52	3,791.24	3,938.18
12/22/85	PAYMENT NO. 07	4,090.78	152.60	3,938.18	0.00

INVOICE
1

ENERGY RESOURCES CONSERVATION AND
DEVELOPMENT COMMISSION
ACCOUNTING OFFICE
1111 HOWE AVENUE, M.S. 53
SACRAMENTO, CA 95825

ATTENTION ACCOUNTING OFFICER

IN ACCORDANCE WITH LOAN NO. 193-000, PLEASE ISSUE A WARRANT IN THE AMOUNT OF $ _____, PAYABLE TO

BORROWER: YOLO GENERAL HOSPITAL

ADDRESS : 170 WEST BEAMER STREET

WOODLAND, CA 95695

I CERTIFY THAT THIS REQUEST FOR FUNDS IS IN ACCORDANCE WITH ALL PROVISIONS OF THE ABOVE LOAN AGREEMENT.

_____ DATE

_____ TYPE NAME

John C. Dyer
_____ SIGNATURE

_____ TITLE

INVOICE
2

ENERGY RESOURCES CONSERVATION AND
DEVELOPMENT COMMISSION
ACCOUNTING OFFICE
1111 HOWE AVENUE, M.S. 53
SACRAMENTO, CA 95825

ATTENTION ACCOUNTING OFFICER

IN ACCORDANCE WITH LOAN NO. 193-000, PLEASE ISSUE A WARRANT IN THE AMOUNT OF $ _____, PAYABLE TO

BORROWER: YOLO GENERAL HOSPITAL

ADDRESS : 170 WEST BEAMER STREET

WOODLAND, CA 95695

I CERTIFY THAT THIS REQUEST FOR FUNDS IS IN ACCORDANCE WITH ALL PROVISIONS OF THE ABOVE LOAN AGREEMENT.

_____ _____
DATE TYPE NAME

_____
SIGNATURE

_____
TITLE

INVOICE
3

ENERGY RESOURCES CONSERVATION AND
DEVELOPMENT COMMISSION
ACCOUNTING OFFICE
1111 HOWE AVENUE, M.S. 53
SACRAMENTO, CA 95825

ATTENTION ACCOUNTING OFFICER

IN ACCORDANCE WITH LOAN NO. 193-000, PLEASE ISSUE A WARRANT IN THE AMOUNT OF $ _____, PAYABLE TO

BORROWER: YOLO GENERAL HOSPITAL

ADDRESS : 170 WEST BEAMER STREET

WOODLAND, CA 95695

I CERTIFY THAT THIS REQUEST FOR FUNDS IS IN ACCORDANCE WITH ALL PROVISIONS OF THE ABOVE LOAN AGREEMENT.

_____ _____
DATE TYPE NAME

_____
SIGNATURE

_____
TITLE

INVOICE
4

ENERGY RESOURCES CONSERVATION AND
DEVELOPMENT COMMISSION
ACCOUNTING OFFICE
1111 HOWE AVENUE, M.S. 53
SACRAMENTO, CA 95825

ATTENTION ACCOUNTING OFFICER

IN ACCORDANCE WITH LOAN NO. 193-000, PLEASE ISSUE A WARRANT IN THE AMOUNT OF $ _____, PAYABLE TO

BORROWER: YOLO GENERAL HOSPITAL

ADDRESS : 170 WEST BEAMER STREET

WOODLAND, CA 95695

I CERTIFY THAT THIS REQUEST FOR FUNDS IS IN ACCORDANCE WITH ALL PROVISIONS OF THE ABOVE LOAN AGREEMENT.

_____ _____
DATE TYPE NAME

_____
SIGNATURE

_____
TITLE

FILED

DEC 15 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
DEPUTY

AGREEMENT NO. 81-301

DOE FORM 4400.1 (6-79)
REPLACES FORM FEA-F-203

U.S. DEPARTMENT OF ENERGY
NOTICE OF GRANT AWARD

UNDER AUTHORITY OF PUBLIC LAW 95-619 AND SUBJECT TO PERTINENT LEGISLATION, REGULATIONS AND POLICIES APPLICABLE TO TITLE III-ENERGY CONSERVATION PROGRAMS FOR SCHOOLS & HOSPITALS AND BUILDINGS OWNED BY UNITS OF LOCAL GOVERNMENTS AND PUBLIC CARE INSTITUTIONS

1. PROGRAM TITLE: TECHNICAL ASSISTANCE AND ENERGY CONSERVATION MEASURES: GRANTS PROGRAMS FOR SCHOOLS AND HOSPITALS AND FOR BUILDINGS OWNED BY UNITS OF LOCAL GOVERNMENT & PUBLIC CARE INSTITUTIONS

2. GRANTEE (NAME, ADDRESS, ZIP CODE):
YOLO COUNTY GENERAL HOSPITAL
YOLO COUNTY GENERAL HOSPITAL
170 W BEAMER ST
WOODLAND CA 95695 TELEPHONE: 916-666-8301

3. GRANT NO: DE-FG49-81R910147 4. AMENDMENT NO:

5. BUDGET PERIOD: FROM: 10/01/1981 THRU: 10/01/1982

6. PROGRAM PERIOD: FROM: 10/01/1981 THRU: 10/01/1982

7. CONGRESSIONAL DISTRICT: 004

8. STATE, CITY, COUNTY:
CA WOODLAND YOLO

9. TYPE OF GRANT AWARD: NEW

10. NAME OF GRANTEE PROJECT DIRECTOR: JOHN DYER

11. ADDRESS OF GRANTEE PROJECT DIRECTOR:
SAME AS ITEM 2.

12. GRANTEE TYPE:
STATE LOCAL GOVERNMENT NON-PROFIT X OTHER AUTHORIZED GRANTEE

13A. APPROPRIATION SYMBOL: 89X0215.91
13B. BAR NUMBER: EF0103
14A. ALLOTMENT SYMBOL/FUND CLASS: SF-15-91
15A. EMPLOYER I.D. NUMBER: 94-6000548
15B. VENDOR CODE:

16. AWARD COMPUTATION (FEDERAL FUNDS ONLY)

A. AMOUNT AWARDED PRIOR BUDGET PERIODS	$	
B. AMOUNT PREVIOUSLY AWARDED CURRENT BUDGET PERIOD:	$	
C. CURRENT FISCAL YEAR FUNDS, THIS AWARD:	$	30522.00
D. TOTAL AMOUNT AWARDED FOR PROGRAM PERIOD:	$	30522.00

17. CURRENT BUDGET PERIOD INFORMATION

A. FEDERAL SHARE OF APPROVED BUDGET:	$	30522.00
B. NON-FEDERAL SHARE OF APPROVED BUDGET:	$	30522.00
C. TOTAL APPROVED BUDGET:	$	61044.00

18. THIS GRANT CONSISTING OF PART I-BUDGET PLAN AND PART II-CONDITIONS, ATTACHED HERETO, WILL BE ADMINISTERED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS WHICH ARE HEREBY INCORPORATED BY REFERENCE:
A. GRANT APPLICATION DATED 08/28/1981 AS NEGOTIATED.
B. PROGRAM GUIDELINES APPLICABLE TO THIS GRANT-TITLE: SAME AS ITEM 1. DATE: FEDERAL REGISTER 4/17/79
C. DOE ASSISTANCE REGULATIONS, 10CFR 10-600, AS AMENDED, SUPPORTS 88R.
D. OTHER DOCUMENTS AS APPLICABLE:
19. SPECIAL CONDITIONS APPLICABLE TO THIS GRANT AWARD:
20. REMARKS: TA CREDIT ALLOWED - $2,509
21. GRANTEE ACCEPTANCE

BY: Robert V. Blanz
(SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL)

DATE: November 17, 1981

TITLE: Chairman, Board of Supervisors
(TITLE OF AUTHORIZED SIGNING OFFICIAL)

NAME OF GRANTEE ORGANIZATION: YOLO COUNTY GENERAL HOSPITAL

22. AWARDED

BY: Ernest Rios 11/25/81
ERNEST RIOS, CONTRACTING OFFICER (DATE)

1. AWARDING OFFICER

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Holtz
COUNTY COUNSEL

U.S. DEPARTMENT OF ENERGY
INSTITUTIONAL CONSERVATION PROGRAM
SAN FRANCISCO REGIONAL OFFICE

PART I - BUDGET PLAN
09/25/81

GRANT NUMBER:	DE-FG49-81R910147
GRANTEE NAME:	YOLO COUNTY GENERAL HOSPITAL
ORGANIZATION:	YOLO COUNTY GENERAL HOSPITAL
BUILDING NAME:	MAIN BLDG
BUILDING NUMBER:	001
SIZE OF BUILDING:	00070178 GROSS SQ.FT.
ENERGY CONSUMPTION RATE:	00208809 BTU/SQ.FT./YR.

APPROVED BUDGET

EXPENSE CLASSIFICATION	AMOUNT
PERSONNEL	
FRINGE BENEFITS	
TRAVEL	
EQUIPMENT	
SUPPLIES	$ 0
CONTRACTUAL	$ 61,044
CONSTRUCTION/OTHER	
TOTAL BUDGET AMOUNT	$ 61,044

APPROVED ENERGY CONSERVATION MEASURES (ECM) FOR THIS BUILDING

ECM DESCRIPTION	APPROVED ECM AMOUNT
- CHILLER CONVERSION/EFFICIENCY IMPROVEMENT	$ 15,000
- INSTALL ECONOMIZER	$ 4,650
- OTHER AIR CONDITIONING MEASURES	$ 33,731
- SHUTDOWN/SHUT OFF DEVICES	$ 645

1. AWARDING OFFICER

U.S. DEPARTMENT OF ENERGY
SAN FRANCISCO REGIONAL OEFICE

INSTITUTIONAL CONSERVATION PROGRAM
GENERAL GRANT PROVISIONS

This grant is subject to the following standard Federal Regulations and Department of Energy policy guidelines. Copies of the most frequently used documents, which pertain to your award, are attached.

X	10 CFR 455, DOE Institutional Conservation Program Regulations.
X	Institutional Conservation Program Grant Progress Reporting Schedule, instructions, and forms.
X	OMB Circular A-110, Grants and Agreements with Institutions of Higher Education and Other Non-Profit Organizations.
X	45 CFR 74, Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.
	OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments.
	OMB Circular A-87, Cost Principles Applicable to Grants and Contracts with State and Local Governments.

Additional copies of these and other applicable regulations for your reference library will be provided to you in a subsequent mailing. Please contact the DOE Regional Office whenever you need information and assistance:

U.S. Department of Energy
Office of Energy Programs
Institutional Conservation Program
333 Market Street, 7th Floor
San Francisco, California 94105

Phone: (415) 974-7045

Some of the most frequently requested information is listed below, along with the regulatory reference.

PAYMENT PROCEDURES:

Grant payments will be accomplished under one of the following procedures:

1. Request for Advance and Reimbursement - For grants under $120,000 Federal Share, or for grants over $120,000 with a project period of one year or less, Form SF 270, "Request for Advance and Reimbursement," will be completed by the grantee. If your award is in this payment category, instructions for completing SF 270 will be sent to you upon DOE's receipt of your countersigned Notice of Grant Award.

2. Letter-of-Credit - For grants over $120,000 Federal Share and where the budget period exceeds one year, a letter-of-credit will be the method of payment. Instructions and forms will be sent you upon our receipt of your countersigned Notice of Grant Award.

MATCHING REQUIREMENTS:

This grant is funded on a matching basis, without fee or profit, not to exceed the amount awarded on the Notice of Grant Award. Unexpended Federal funds must be refunded to DOE. There is no commitment for additional DOE funding beyond the amount awarded in this grant.

For accounting purposes and progress reports to DOE, all project expenditures shall include both Federal and grantee shares. Please see the ICP Grant Progress Reporting instructions for Schedules B or E, as appropriate, which accompany your award.

PROPERTY:

Title to property acquired under this grant shall vest with the grantee unless otherwise stipulated in the grant award documents.

DOCUMENTATION:

All grant accounting records must be supported by source documentation in the form of receipts for purchases and time and attendance records for personnel. Both the Federal and grantee share of expenditures must be so documented.

PROCUREMENT REQUIREMENTS:

Grantee procurement policies and procedures may be used provided they meet the minimum Federal Standards (OMB Circulars A-110 or A-102, as appropriate, Attachment O). You are strongly urged to review these Regulations before entering into any procurement process which obligates Federal funds. A partial list of the requirements discussed therein are grantee obligations regarding the following issues:

--- Grantee code of standards of conduct
--- Providing free and open competition
--- Grantee written procedural requirements
--- Obtaining DOE approval for sole-source contracts
--- Grantee contract administration obligations

These Regulations also include the list of provisions that shall be applied to contracts and subcontracts entered into by the grantee and/or subrecipient. A partial list of these provisions are as follows:

1. Breach of contract remedies
2. Termination provisions
3. Equal Employment Opportunity compliance
4. "Anti-Kickback" provision
5. Davis-Bacon Act compliance
6. U.S. Department of Labor Wage-Hour compliance
7. Provision for DOE or Comptroller General access to grant records for audit and examination
8. Federal pollution control standards compliance

Not all of the above provisions need to be contained in every contract. The grantee is referred to the appropriate OMB Circular for specific instructions. The Federal Government will monitor grantee compliance with these Regulations.

AUDIT:

Grantees are to follow the audit requirements set forth in Attachment F of OMB Circular A-110, or Attachment P of A-102, as appropriate. Basic requirements are that audits must be performed at least every two years, and must cover both financial and compliance aspects. If grantees do not normally commission periodic audits of the entire organization, than they must provide a separate audit of the DOE grant, which is an allowable grant cost if funds were budgeted in the awarded application.

A copy of the completed audit report must be provided promptly to DOE. However, further auditing by the Federal Government may be performed.

SITE VISITS:

The Department of Energy and/or the State may conduct site visits.

LIABILITIES AND LOSSES:

DOE assumes no liability with respect to any damages or losses arising from any activities undertaken with the financial support of this grant.

FILED

DEC 7 81931

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Debra A. Vasquez
DEPUTY

AGREEMENT NO. 81-302

(Lease Agreement for Central Landfill Facility)

THIS LEASE made and entered into this 17th day of November, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and Bastiao Farms Inc., hereinafter referred to as TENANT,

W I T N E S S E T H:

1. LEASE.

LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the following described real property;

Parcel 1.

A parcel of land being a portion of the Northwest quarter of Section 30, Township 9 North, Range 3 East M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

Commencing at the Northwest corner of Section 30 as shown in Book 11 of Maps and Surveys at Page 15; thence South 89°16'35" East 500.00 feet along the North line of Section 30 to the TRUE POINT OF BEGINNING; thence South 89° 16'35" East 2127.76 feet along the North line of Section 30 to the North quarter corner of Section 30; thence South 01°01'15" West 2650.91 feet along the East line of the Northwest quarter of Section 30 to the center of Section 30 as shown in Book 11 of Surveys at Page 14; thence North 89°23'27" West 1105.83 feet along the South line of the Northwest quarter of Section 30; thence North 27°41'20" West 2131.04 feet; thence North 01°09'05" East 778.77 feet to the TRUE POINT OF BEGINNING, containing 107.633 acres.

Parcel 2.

The Northeast one-quarter of Section 30, Township 9 North, Range 3 East, M.D.B. & M., containing 160.90 acres.

Parcel 3.

The Northwest one-quarter of Section 29, Township 9 North, Range 3 East, M.D.B. & M., containing 158.59 acres.

Parcel 4.

All that portion of the Willow Slough By-Pass located in Section 30, Township 9 North, Range 3 East, M.D.B. & M., Yolo County, California, bounded as follows:

1. On the South, by the channel side toe of the South levee.

2. On the West, by the West line of said Section 30.

3. On the North, by the channel side toe of the North levee.

4. On the East, by West line of the City of Davis property as described in Book 1021 of Official Records at Page 168, Yolo County Records.

Containing 15 acres, more or less.

Parcel 5.

A parcel of land being a portion of the South one-half of Section 30, Township 9 North, Range 3 East, M.D.B.M., Yolo County, California said parcel being more fully described as follows:

Commencing at the West quarter corner of Section 30, as shown in Book 11 of Surveys at Page 15 of Yolo County Records; thence South 89°23'27" East 1380.35 feet along the North line of said South one-half of Section 30 to the POINT OF BEGINNING; thence continuing South 89°23'27" East 1253.48 feet along the North line of said South one-half of Section 30 to the center of Section 30 as shown in Book 11 of Surveys at Page 15; thence South 89°34'23" East 2019.49 feet along the North line of said South half of Section 30 to the Northwest parcel corner shown in Book 1 of Surveys at Page 9; thence South 01°10'37" West 2077.99 feet along the West line of said Record of Survey shown in Book 1 of Surveys at Page 9 to the North line of County Road 28H; thence South 88°31'14" West 2097.32 feet along the North line of County Road 28H; thence North 27°41'20" West 2439.43 feet to the TRUE POINT OF BEGINNING. Containing 130.658 acres

Total area to be leased 572.78 acres.

2. TERM.

The term of this lease shall be five years commencing on December 1, 1981, and terminating November 30, 1986. This lease shall be extended until April 15, 1987, if necessary to accomodate over-winter sugar beet harvest.

3. POSSESSION DATES.

TENANT may enter into possession of the herein described property upon execution of this Agreement by LANDLORD nad TENANT.

4. RENT.

Tenant agrees to pay LANDLORD a total rent for the full term hereof of One Hundred Seventy-One Thousand, Eight Hundred and Thirty-four Dollars, due and payable as follows:

December 1, 1981	4%	January 1, 1984	10%
January 2, 1982	6%	July 1, 1984	10%
July 1, 1982	10%	January 1, 1985	10%
January 2, 1983	10%	July 1, 1985	10%
July 1, 1983	10%	January 1, 1986	10%
		July 1, 1986	10%

TENANT shall make payment of rent by certified or cashier's check payable to the "COUNTY OF YOLO" and deposited in the United States mail, postage prepaid, or delivered in person, to the

DEPARTMENT OF PUBLIC WORKS
292 WEST BEAMER STREET
WOODLAND, CA 95695-2598

no later than ten (10) calendar days following the specified due date. TENANT shall be liable in an amount equal to one percent (1%) of the rent due for each month or portion thereof the payment of rent is delayed beyond the end of the ten (10) day "grace period" hereinabove provided.

5. POSSESSORY INTEREST.

Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

6. ENTRY BY OWNER.

TENANT shall permit LANDLORD, and LANDLORD'S agents and assigns, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

7. WATER.

LANDLORD expressly disclaims any warranty whatsoever of soil suitability or quantity, or quality of water necessary to irrigate crops TENANT desires to grow on subject property and further disclaims any warranty whatsoever as to the capacity or condition of the existing wells and well machinery located upon the premises leased herein.

Any water available for the irrigation of crops to be grown under the terms of this lease shall be available to TENANT during the term of this lease only from wells, pumps, and irrigation systems presently existing on the premises. TENANT shall perform all necessary

routine maintenance upon said irrigation systems and wells, including repair and maintenance of small parts of said system (which are defined herein as having a cost or value of $50.00 or less). Except for the maintenance services so described to be performed by TENANT, LANDLORD shall maintain the existing pumps and wells in good repair during the term of this lease. TENANT shall remain responsible to LANDLORD for any injury or damage to said wells and pumps resulting from negligence of the TENANT, his employees, agents, or assigns. All power charges, including electrical energy and standby charges for the operation of the pumps shall be borne by TENANT.

LANDLORD shall provide a conduit for delivery of irrigation water to the Northwest corner of the hereinabove described Parcel 5.

Water from the source mentioned above shall be used only on the premises and in the performance of TENANT's obligation under the lease. TENANT shall not export this water to other lands before previously obtaining LANDLORD's written consent. LANDLORD assumes no responsibility to TENANT for any water shortage from the facility mentioned above and assumes no responsibility for and does not warrant, the quality or quantity of the water supplied to the premises.

USE.

Premises are leased to TENANT for the planting, growing and harvesting of crops. TENANT shall not use or permit to be used any part of the premises for any purpose

other than the purposes for which the premises are leased except upon written consent of LANDLORD. TENANT agrees to farm said land using good husbandry practices and make diligent effort to prevent the spread of all noxious weeds and rodents and other vertebrate pests on the leased premises during the term of the lease and to take reasonable measures to protect the premises from infestations of insects, spiders, mites, snails and other such pests. TENANT agrees to make diligent effort to prevent infestations of organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD on demand.

9. WASTE.

TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

10. EXCULPATORY CLAUSE.

TENANT convenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or injury to persons or property of any kind owned by anyone, including TENANT, while in, upon or in any way connected with the leased premises

during the term or any extension of this lease or any occupancy under this lease.

11. SUBLEASE OR ASSIGNMENTS.

TENANT shall not assign this lease or any right hereunder, nor sublease any part or portion of the leased premises or any rights hereunder without the prior written consent of LANDLORD.

12. RE-ENTRY BY LANDLORD.

LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the termof this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the solid waste disposal site. In the event of retake, the rent as yet unpaid shall be reduced in the proportion that the reduced portion bears to the entire property which is the subject of this lease. Upon such re-entry and termination of this lease, TENANT shall be compensated for loss or damage to existing crops located upon the premises so retaken, and title to said crops shall vest in LANDLORD. In the event the parties hereto disagree or dispute the value of said crops or the amount of such damages, then and in that event they diligently shall apply to the Director of Agricultural Extension Service for an opinion; and said opinion shall be binding upon the parties hereto.

13. ENTRANCE WAYS.

TENANT may, subject to the approval of the County Engineer, make such entrance ways to said real property as TENANT may

deem necessary and convenient to its farming operation.

14. ADVANCES BY LANDLORD.

In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, after having made demand that TENANT cure the breach and such demand remaining unsatisfied for a period of five (5) days, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

15. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

16. INSURANCE.

During the term of this lease, TENANT shall, at its own expense, maintain in full force a policy or policies of public liability insurance insuring LANDLORD and TENANT and expressly for injury to persons and property, and for death of persons arising from any accident, injury or damage occurring in, on or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants or employees. The liability under such insurance shall be

not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $200,000 for property damage. Each certificate shall certify that the policy or policies contain a clause providing that written notice shall be given to County at least thirty (30) days prior to termination, cancellation or reduction of coverage.

17. ABANDONMENT.

In the event TENANT abandons the premises or ceases to diligently farm same, and such abandonment or cessation continues for a period of thirty (30) days, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, and shall give TENANT written notice of such re-entry and termination.

18. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to LANDLORD.

19. BREACH OF COVENANT COSTS.

TENANT shall pay LANDLORD all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LANDLORD to recover any rent due and unpaid hereunder, or for the breach of any of the covenants or agreements

contained in this lease, or to recover possession of said property, whether such action progresses to judgment or not.

20. NOTICES.

All notices to be given to LANDLORD by TENANT shall be given in writing filed with the Department of Public Works, 292 West Beamer, Woodland, CA 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: 3845 El Centro Road, Sacramento, California 95834.

21. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or conditions. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

22. CONSTRUCTION.

The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

23. BINDING ON SUCCESSORS.

The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year hereinabove written.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California.

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

_____
Deputy

TENANT -

_____
BASTIAO FARMS INC.

ATTEST:
PETE E. LUCAS,
Clerk of the Board of Supervisors

By _____,
Deputy

APPROVED AS TO FORM:

By _____, Deputy
County Counsel

BOARD OF SUPERVISORS
Yolo County, California

MEETING DATE: NOV 17 1981

FILE: PUR-16
Buildings/Owned -
Proposed New Admin.
Bldg.

TO: County Counsel
CAO
Dean Unger
Auditor

missing aggeement

Entry #16 : Minute Order No. 81-1026: Received and filed the report from the SB-90 Mandate Claims Contractor, approved Transfer of Funds No. 83 in the amount of $7,500.00, and requested the County Administrator's Office to report to the Board in the spring of 1982 the actual amount that Yolo County received.

MOTION: Marchand. SECOND: Cameron. AYES: DeMars, Thompson, Marchand, Cameron, Black.

Entry #17 Minute Order No. 81-1027: Deferred consideration of the County Administrative Officer's Capital Projects Five-Year Financing Plan until November 24, 1981 regular agenda.

MOTION: Black. SECOND: Thompson. AYES: DeMars, Thompson, Marchand, Cameron, Black.

Entry #18 Minute Order No. 81-1028: Took the following actions for the Erwin W. Meier Administration Center:

A. Authorized Dean Unger, Architect, to work with the department heads and the County Administrator's Office in developing an office landscaping furniture program for the Erwin W. Meier Administration Center.

B. Approved and authorized the Chairman to sign Agreement No. 81-303, with Mr. Unger in the amount of $25,000.00 for the services outlined in the memorandum by the County Administrative Officer.

C. Requested County Administrator's staff to present to the Board next week a process for establishing criteria as to style and overview, for the Board to consider on the interior design program for the new building.

MOTION: Marchand. SECOND: Thompson. AYES: DeMars, Thompson, Marchand, Cameron. ABSENT: Black.

FILED

NOV 30 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY _____ DEPUTY

Nov 12 10 14 PM '81

AGREEMENT NO. 81-304

(AGREEMENT TO USE BUILDINGS)

THIS AGREEMENT, made and entered into this 24th day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the WASHINGTON UNIFIED SCHOOL DISTRICT OF YOLO COUNTY, CALIFORNIA, hereinafter referred to as "DISTRICT",

W I T N E S S E T H:

RECITALS:

A. DISTRICT owns a building consisting of one room, 8' x 21', and two rooms, each 30' x 32', with kitchen and open space. The building is not currently needed by DISTRICT for classroom use.

B. COUNTY desires the use of said building for the operation of its Day School Program by the Social Services Agency and for other purposes reasonably related thereto.

AGREEMENTS:

1. Use Granted. DISTRICT hereby grants to COUNTY, on the terms and conditions hereinafter set forth, permission and authority to use the premises hereinafter described for the purposes of operation of COUNTY'S Day School Program by the Social Services Agency, and other reasonably related purposes. COUNTY shall have non-exclusive access to said premises.

2. Hours of Use. COUNTY'S right to use and occupy the herein described premises shall be limited to the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, for the term of this agreement. DISTRICT hereby reserves to itself the right to use said premises as it deems necessary at all other times.

3. Description. The premises subject to this use agreement are situated at the DISTRICT'S Bryte School, Town of Bryte, County of Yolo, consisting of

one building containing one room, 8' x 21', and two rooms, each 30' x 32', together with kitchen and open space.

4. Consideration. In consideration of the COUNTY'S use of said premises, COUNTY shall pay to DISTRICT a fee in the amount of $3,500. Said fee shall be due and payable on the first day of June 1982.

5. Term of Agreement. The term of this agreement shall commence on August 15, 1981, and shall terminate on June 30, 1982.

6. Use. The premises shall be used and occupied only for the purposes of operation of a day school program by the COUNTY'S Social Services Agency, and other purposes reasonably related hereto. COUNTY shall be wholly responsible for the program and its operation.

7. Utilities. DISTRICT shall pay all charges for utilities used on the premises during the lease term.

8. Repairs and Alterations.

A. DISTRICT agrees to maintain and repair the interior and exterior water and sewer lines, electrical service and circuits, roof, heating, air conditioning, hot water heating, walls and windows. COUNTY agrees to furnish custodial service and maintain the interior of the premises in the condition as it existed upon initial use, ordinary wear and tear excepted.

B. COUNTY will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance; and COUNTY will not make or suffer to be made, any alterations of the premises, or any part thereof, without the written consent of DISTRICT first had and obtained and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the premises and belong to DISTRICT.

9. Assignment.. DISTRICT and COUNTY agree that this is an agreement to grant a license to COUNTY, and that the COUNTY'S right is personal and not assignable.

10. Exculpatory Clause. COUNTY agrees to indemnify and save DISTRICT harmless from and against any and all claims arising from any acts, omissions, or negligence of COUNTY, or its contractors, licensees, agents, servants, or employees.

11. Insurance. During the term of this agreement, COUNTY shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring DISTRICT and COUNTY against liability for injury to persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of COUNTY or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. Such insurance may be provided by comparable self-insurance.

12. Option to Extend. The parties agree that COUNTY shall have an option to extend this agreement for subsequent school years for the same fee, subject only to DISTRICT'S need to utilize the premises as a school facility. Notice of intent to exercise the option will be furnished by June 30, and DISTRICT shall determine the availability of the premises for the following school year by July 31.

13. Notices. All notices to be given COUNTY by DISTRICT shall be given in writing, signed by competent DISTRICT authority. Notices to DISTRICT shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to DISTRICT at 930 West Acres Road, West Sacramento, California 95691.

14. Conditional Limitations. Each term and each provision of this agreement perforable by COUNTY shall be construed to be both a covenant and a condition.

15. Waiver. One or more waivers by DISTRICT of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. DISTRICT'S consent to or approval of any act by COUNTY requiring DISTRICT'S consent or approval shall not be deemed to waive or render unnecessary DISTRICT'S consent to or approval of any subsequent similar act by COUNTY.

16. Construction. The marginal headings or titles to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT

BY _____
~~PRESIDENT, BOARD OF TRUSTEES~~
Marino Pierucci
Asst.Supt., Business Services

COUNTY

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY _____
(DEPUTY)

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

_____
Deputy

APPROVED AS TO FORM:

CHARLES R. MACK
COUNTY COUNSEL

BK

FILED

JAN 29 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY [signature] DEPUTY

AGREEMENT NO. 81-305

(Agreement Amending Yolo County Agreement No. 76-192)

THIS LEASE made and entered into this 16th day of December, 1981, by and between the CITY OF DAVIS, a municipal corporation of the State of California, hereinafter referred to as "LANDLORD", and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "TENANT".

W I T N E S S E T H :

WHEREAS, COUNTY OF YOLO has authorized and executed Agreement No. 76-192 it being the desire of the parties now to make changes in certain provisions of said agreement;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD the house and lot owned by LANDLORD located at 510 - 5th Street, Davis, Yolo County, California, for a term of five (5) years commencing on July 1, 1981.

2. Rent. The rent therefor shall be the sum of ONE DOLLAR ($1.00) per year payable on the first day of each year of the term.

3. Use of the Premises. TENANT shall use the premises only as offices or for programs of the County Health Officer.

4. Assignments and Subletting. TENANT shall

neither assign this lease nor sublet the whole or any part of the premises without the written consent of LANDLORD.

5. Utilities. TENANT shall pay for all utilities, including, but not limited to, water, gas, electricity, garbage removal, and telephone services.

6. Repairs, Alterations, and Additions.

A. The TENANT will at its sole cost and expense keep and maintain said premises and every part thereof in good sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of the LANDLORD as provided in section 1942 of the Civil Code of the State of California, and all right provided for by section 1941 of said Civil Code.

B. The TENANT will not commit or suffer to be committed any waste upon said premises or any public or private nuisance, provided, however, TENANT shall have the right to make or cause to be made any alterations or additions to the premises or any part thereof, with the written consent of the LANDLORD first had or obtained, for the purpose of adapting the premises to the uses provided for under this lease. LANDLORD may require TENANT to submit cost estimate of proposed alterations or additions prior to granting written consent. TENANT shall submit to LANDLORD, upon completion of any alterations or additions, a detailed listing of the cost of alterations or additions and the dates during which they were made.

7. Fire Insurance. TENANT shall at its own expense maintain a policy or policies of fire insurance in amounts approved by LANDLORD on the building located on the leased premises and upon its fixtures therein. LANDLORD shall be named as an additional named insured as to the building on such insurance policy. Alternately, TENANT may self-insure this obligation, and if TENANT elects to so self-insure, TENANT shall hold LANDLORD harmless for any loss or damage to the demised premises occuring as set out in this paragraph 7. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under said insurance, TENANT may elect to restore said building to its prior condition and fit for occupancy within a reasonable time after such destruction or damage. If TENANT gives notice of its election to restore within ninety (90) days after such damage and destruction, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary. If TENANT elects to abandon the premises after such damage and destruction, proceeds of such insurance for the building shall be paid to LANDLORD.

8. Surrender of the Premises. TENANT shall promptly surrender the premises to LANDLORD at the expiration of the term or termination of this lease in good order and repair, reasonable wear and tear, damage by the elements, or acts of God excepted. TENANT shall have the right to and shall remove any temporary structures on the

premises and restore the premises to its original condition.

9. Binding on Successors; Assignment. Subject to the conditions here, the terms and provisions of this lease shall be binding upon and inure to the benefit of the successors and assigns of LANDLORD and TENANT, but this lease shall not be assigned without LANDLORD's written consent, and in the event of such unauthorized assignment, this lease shall be void.

10. Termination. Notwithstanding anything to the contrary in this instrument contained, this lease may be terminated by LANDLORD at any time after three (3) years next following the commencement of the terms hereof upon the following conditions:

A. Notice in writing must be given by LANDLORD to TENANT one hundred and twenty (120) days prior to such termination.

B. If TENANT with prior written consent, as provided in subparagraph B of paragraph 6, has erected any temporary structures, TENANT shall have the right to remove such temporary structures. LANDLORD shall not be liable for any portion of the cost of the installation of the temporary structures.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

CITY OF DAVIS
A Municipal Corporation of the
State of California

ATTEST:

Howard L. Reese
HOWARD L. REESE
City Clerk

By: Cecily J. Motley
CECILY J. MOTLEY, Mayor

ATTEST:

PETE E. LUCAS
Clerk of the Board
of Supervisors

By: Paula M Cooper

COUNTY OF YOLO, A Political Subdivision of the State of California

By: Robert N Black
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM:

CHARLES MACK
County Counsel

By: [signature]

APPROVED AS TO FORM:

[signature]

P. LAWRENCE KLOSE
City Attorney
City of Davis

FILED

NOV 30 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By Peter McCooper
DEPUTY

409

AGREEMENT NO. 81-306

(Agreement for Providing Certain Inpatient Services)

THIS AGREEMENT, made and entered into this 24th day of November, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and James Harry Reich, M.D., a duly licensed physician and psychiatric resident, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing certain inpatient services normally performed by COUNTY employees, for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that he possesses the requisite expertise to provide the services contemplated hereinabove.

AGREEMENTS. PROVIDER, in consideration of COUNTY'S herein recited promises, and COUNTY, in consideration of PROVIDER'S recited promises, agree:

1. PROVIDER shall perform psychiatric weekend call, and psychiatric rounds once a day during the weekend at Yolo General Hospital, Woodland, California, on such weekends and with such patients as the director and program chief of Mental Health Services or his designee(s) shall designate.
2. COUNTY shall compensate PROVIDER for said services at the rate of $1.50 per hour for all hours on call waiting for a call to come to see a patient at the hospital and TWENTY-FIVE DOLLARS ($25) per hour for all time devoted to seeing a patient at the hospital, including transit time to and from the Hospital.
3. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed THREE THOUSAND DOLLARS ($3,000).
4. Payment shall be made by COUNTY to PROVIDER monthly upon submission of

a claim to COUNTY countersigned and approved by the Director/Program Chief of County Mental Health Services.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state governments as a result of a contrary determination of relationship under this contract.

6. COUNTY assumes all responsibility for services covered under the performance of this agreement. COUNTY agrees to defend, indemnify, and hold PROVIDER harmless from any and all claims, liability, or loss arising in any way out of the negligent performance of this agreement. COUNTY does not assume any liability or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from the intentional or reckless conduct of PROVIDER.

7. PROVIDER agrees to comply with all applicable provisions of the Community Services System Manaul, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with section 5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information.

8. This writing together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No additions to, or alterations, whether by parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or

interest.

9. This agreement shall commence upon execution and terminate June 30, 1982. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, CLERK
Board of Supervisors

BY Paula M Cooper
DEPUTY

BY James Harry Reich, M.D.
JAMES HARRY REICH, M.D.

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF/Director

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

APPROVED AS TO FORM
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

FILED

NOV 30 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By [illegible] Deputy

AGREEMENT NO. 81-307

(For Certain Physical Therapy Services)

THIS AGREEMENT, made and entered into this 1st day of December, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Jacqueline Mast, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of the Health and Safety Code COUNTY has been allocated funding by the State Department of Public Health to provide a California Children's personal care program, hereinafter referred to as CCS.
2. COUNTY'S responsibilities with respect to CCS and funds allocated to it are carried out in accordance with State Department of Health Services' guidelines by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.
3. Among the elements of the AGENCY CCS program is physical therapy.
4. PROVIDER represents that it can provide the hereinbelow and above described specific services. COUNTY is prepared, at the time of execution of this agreement, to contract for said services. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to proceeding with any services hereunder comtemplated.
6. PROVIDER acknowledges that COUNTY executes this agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not execute this agreement if PROVIDER could not so represent.
7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto, and any special applicable State Health Services CCS Guideline requirements, incorporated herein by reference thereto, provide a physical therapy program to designated school sites, clients of the AGENCY, upon the referral of AGENCY.

   b. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that current practices and procedures prevailing in PROVIDER'S profession are uniformly applied to clients and that all clients referred are treated according to the terms of this agreement. Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, its peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

   a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by State Department of Health Services, CCS Division.

   b. CASE MANAGEMENT: Provide Case Management in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated hereinby reference thereto.

   c. CLINICAL SERVICES:

      1) Require physician coverage.

      2) Provide at Orchard School, Rio Linda, at COUNTY'S expense any required space, supplies, training equipment, devices, medicines

and insurance.

3) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives, to the conduct of CCS.

4) COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from PROVIDER providing adequate and reasonable time for review.

d. DESIGNATE a representative or representatives for administration and program functions.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this agreement lies with AGENCY'S Director of Public Health Nursing.

b. Director of Public Health Nursing may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this agreement. COUNTY agrees to defend, indemnify, and hold PROVIDER harmless from any and all claims, liability or loss arising in any way out of the negligent performance of this agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability or loss arising from intentional or reckless conduct of PROVIDER.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are working protocols describing and governing the working relationships of parties. Said working protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said working protocols shall include, as a minimum, a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinic referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; designation of AGENCY'S operational representatives and their function; description of any role AGENCY is to play in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services, patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provisions describing PROVIDER'S procedures for identifying clinical needs and referring clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; and provisions listing

and describing the specific services which are the subject of this agreement, and the operational plan for the rendering of these services.

8. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations, Section 205.50, and the Confidentiality of Medical Records Act of 1980, regarding confidentiality of patient information.

9. PAYMENT:

a. Upon execution of this agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Public Health Nursing Services of the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER a minimum of SEVENTEEN HUNDRED FIFTEEN DOLLARS & THIRTY-FIVE ($1,715.35) plus, TWELVE DOLLARS AND THIRTY-SEVEN ($12.37) per hour over THIRTY -TWO (32) hours to a maximum of TWENTY-ONE HUNDRED FORTY-FOUR DOLLARS and EIGHTEEN CENTS ($2,144.18) per month.

b. The maximum total payment to PROVIDER under the terms of this agreement will not exceed FIFTEEN THOUSAND DOLLARS ($ 15,000).

c. Where a herein recited report, document, and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on COUNTY'S herein designated representative acknowledging PROVIDER'S progress to be as agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

d. Attainment and maintenance of required licenses for PROVIDER to

provide the services which are the subject of this agreement is a condition precedent/subsequent to COUNTY'S payment for services rendered any month in which the licenses are not maintained.

e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given instance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of PROVIDER'S bankruptcy or insolvency, it is agreed that COUNTY, in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority to the extent of PROVIDER' authority to grant priority.

10. AMENDMENTS: Except as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no addition to, or alteration of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE. Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known

address of either.

12. TERM:

a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN, OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS, Clerk
of the Board of Supervisors

BY Paula M Cooper
DEPUTY

Jacqueline Mast
JACQUELINE MAST

APPROVED AS TO FORM
CLIFFORD H. KNOX
COUNTY COUNSEL

By Miriam A Franke
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

WORKING PROTOCOLS

1. To provide physical therapy by physicians' orders for designated children.

2. Is attendance on Monday, Wednesday, and Friday of each week, except when on vacation, holidays, or if ill.

3. Obtain prior approval of Director of Nursing when planning to take 26 hours of paid vacation or 24 hours of paid sick leave and 12 hours of holiday time.

4. Therapy services will consist of regularly scheduled therapeutic procedures for Yolo County CCS children who attend Plainfield School or who are integrated into other schools, or are pre-school age.

5. A specific treatment plan for each CCS case is required.

6. Attendance is required at inservice or continuing education sessions as designated by the Director of Nursing.

7. Attendance at monthly Medical Therapy Unit Clinic is required.

8. Timely completion of all reports requested by State CCS Regional Office is required.

9. Submit monthly claim to Director of Nursing.
served per month.

10. Reimburse for travel and other costs associated with required attendance at training sessions will be reimbursed at rates established by the State CCS Program. All expenditures which result in reimbursement require prior authorization by Director of Nursing.

11. All children authorized by the State California Childrens Service for physical therapy will be accepted for treatment without regard to race, creed, ethnic origin or religion.

12. The professional activities of the provider will be reviewed by the Director of Nursing and professional competence will be evaluated by the State CCS therapy consultant.

13. Upon termination of the contract the Department shall be responsible for reassignment of all CCS children.

14. All treatment plans will be reviewed by the State CCS therapy consultant.

15. Reimburse for use of personal automobile will be made at established Yolo County rate when making home visits, or carrying out other assignments made by the Director of Nursing.

FILED

NOV 30 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS

By Paula McCooper
DEPUTY

AGREEMENT NO. 81-308

(For Psychiatric Services for Developmentally Disabled)

THIS AGREEMENT, made and entered into this 24th day of November, 1981, by and between County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY, and ALTA California Regional Center, hereinafter referred to as PROVIDER, A State sponsored Agency for the care of the Developmentally Disabled.

W I T N E S S E T H:

1. Parties have long had an ongoing relationship based on shared responsibility for the psychiatric care of Developmentally Disabled Clients of PROVIDER who are residents of Yolo County and patients of Yolo County Mental Health, hereinafter referred to as SERVICE; said relationship had been informal and not of an obligating nature requiring a contract until fiscal year 1978/79.

2. The State of California, Department of Mental Health, that year required parties to setforth in writing the arrangements by which psychiatric care services for the Developmentally Disabled are to be apportioned between them, so that the stability of parties relationship might stand on firmer footing than had been the case in the past.

3. COUNTY and PROVIDER, therefore, found it necessary to enter into a contractual relationship so that the obligations of each were setout and binding, and did so in Agreement 79-66. Parties now desire to continue that relationship.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S OBLIGATIONS:

a. PROVIDER will accept as CLIENTS referrals of Developmentally Disabled

persons from SERVICE, subject to PROVIDER'S intake procedures and in accordance with working protocols described in Agreement No. 3; said accepted referrals, hereinafter referred to as CLIENTS, are estimated in working protocols described in Agreement 3.

b. PROVIDER will assess CLIENTS' needs for psychiatric care as part of its total assessment of CLIENTS in accordance with working protocols described in Agreement 3.

c. PROVIDER will provide Case Management to CLIENTS in accordance with working protocols described in Agreement 3.

d. PROVIDER will refer all CLIENTS to SERVICE for psychiatric treatment in accordance with working protocols described in Agreement 3.

e. Notwithstanding the provisions of Agreement 1 a, PROVIDER may refer CLIENTS to SERVICE for psychiatric diagnosis and/or assessment.

f. PROVIDER will arrange with SERVICE for PROVIDER intake and assessment of CLIENT within twenty-four hours (24 hours) of referral from SERVICE and in accordance with working protocols described in Agreement 3.

g. PROVIDER will arrange with SERVICE for PROVIDER participation in CLIENTS treatment and disposition planning within one working day of request from SERVICE and in accordance with working protocols described in Agreement 3.

h. PROVIDER will develop and operate programs to achieve social integration.

i. PROVIDER will train SERVICE staff in working with CLIENTS upon and within a reasonable time of a request from SERVICE to do so; said request and said training to be in accordance with working protocols described in Agreement 3.

j. PROVIDER will pay SERVICE for services rendered pursuant to Agreement 1 e upon SERVICES claim to PROVIDER detailing services performed and

amounts; said payment to be rendered at SERVICES' prevailing rates for such services.

k. PROVIDER will designate a representative or representatives for administrative and clinical matters within one week of execution of this Agreement, and so notify SERVICE in writing.

2. SERVICE'S OBLIGATIONS:

a. SERVICE will provide psychiatric diagnosis, assessment, and/or treatment to CLIENTS upon PROVIDER'S referral in accordance with working protocols described in Agreement 3.

b. SERVICE will request PROVIDER CLIENT intake and assessments, participation in treatment and disposition planning, and training in accordance with working protocols described in Agreement 3.

c. SERVICE will provide psychiatric services to CLIENTS who require them in the same manner that SERVICE provides said services to any other citizen and in accordance with working protocols described in Agreement 3.

d. SERVICE will identify to PROVIDER staff available with training and expertise to provide psychiatric services to Developmentally Disabled persons within one week of execution of this Agreement.

e. SERVICE will bill PROVIDER monthly for service rendered pursuant to Agreement 1 e, said claim will detail services performed and amounts said payments to be rendered at SERVICES' prevailing rates for such services.

f. SERVICE will designate a representative or representatives for administrative and clinical matters within one week of execution of this Agreement, and will so notify PROVIDER in writing.

3. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are working protocols describing and governing the

working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of SERVICE and PROVIDER.

4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that parties are independent contractors and not subject to the direction and control of one another except as to final result. Each party shall be solely liable and responsible to pay all of their own required taxes and other obligations including, but not limited to, applicable withholding and Social Security. Each agree to indemnify and hold each other harmless from any pertinent liability which either may incur to the Federal or State Governments as a result of this contract.

5. LIABILITY: PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability or loss arising from PROVIDER'S performance under this Agreement.

6. AMENDMENTS: The body of this Agreement, together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. Except as setout in Agreement 3, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. COMMUNITY SERVICE SYSTEM MANUAL: Parties agree to comply with all applicable provisions of the State of California Community Services System Manual, incorporated herein by reference thereto as if fully setout

herein.

8. TERM: This Agreement shall commence upon execution and terminate upon thirty (30) days written notice to the other of such intent.

9. NOTICES: Any notice to be given to parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed as follows:

COUNTY:

Yolo County Mental Health
P.O. Box 1217
Woodland, California 95695

PROVIDER:

ALTA California Regional Center
4010 El Camino
Sacramento, California

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political Subdivision of the State of California

Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETE LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M Cooper
(Deputy)

ALTA CALIFORNIA REGIONAL CENTER

The undersigned hereby certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

MENTAL HEALTH SERVICES

BY
Director

APPROVED AS TO FORM

Elizabeth A. Stalte

EXHIBIT "A"

Yolo County Mental Health and ALTA Regional Center

Working Protocols

The purpose of this working agreement is to establish a policy for the provision of psychiatric and psychological services for developmentally disabled persons. Since Yolo County Mental Health Program does not discriminate services based on a person's existing developmental disabilities, clarification about areas of responsibility and case planning is necessary to facilitate services to this population. Joint planning sessions which included staff and administrative personnel reached the following understanding:

The responsibilites of Yolo County Mental Health will include providing psychiatric and psychological services to all of the developmentally disabled individuals who require them in the same manner in which these services are provided any other citizen. Since Yolo County Mental Health staff currently employs several psychologists who have training in developmental psychology, Mental Health Services is able to provide some expertise and skill in evaluating and treating developmentally disabled individuals. However, it will be the responsibility of the ALTA Regional Center to provide support and on-going training in order to provide Mental Health staff with a better working understanding of the problems of the developmentally disabled. The Yolo County Mental Health Center will refer to ALTA Regional Center any individual suspected of having a significant developmental disability.

The criteria for referral to ALTA Regional includes the following:

(1) An assessment of mental retardation with an I.Q. of less than 69.

(2) Epilepsy that has not been controlled by medication.

(3) Cerebral Palsy.

(4) Autism.

(5) Other signficantly impairing neurological condition not to include minimal brain dysfunction.

It should be noted that these referrals need to be made before the individual is 18 years of age and, therefore, referral probably will be generated through the Children's Services Staff. The responsibility of ALTA Regional Center will include having staff capable of assessing psychiatric disorders and being able to refer those individuals for treatment at the Yolo County Mental Health Services. ALTA Regional Center will not purchase any psychiatric, consultative, diagnostic or treatment services; rather, the developmentally delayed individual will go through the usual Short-Doyle System. It will be ALTA Regional Center's responsibility to be the primary case manager for developmentally disabled clients. Staffing of mutual clients will occur on a timely

social integration aspects of the treatment plan will be the responsibility of the Regional Center.

If there are any difficulties in this understanding, it will be assumed that case conferences will be arranged within one working day of the request for such dispositional and planning matters. The workers involved should be present as well as any other individual within either system who has relevant input.

FILED

DEC - 1 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS

By Paula M. Cooper Deputy

Agreement No. 81-309

(For Certain Family Crisis Counseling Services)

THIS AGREEMENT, made and entered into this November 24, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as County, and Yolo Family Services Agency, a private non-profit corporation, hereinafter referred to as FAMILY SERVICE.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as SYSTEM.
2. COUNTY'S responsibilities with respect to the SYSTEM and the funds allocated to it are carried out by COUNTY'S Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain family crisis counseling services herein described. FAMILY SERVICE is prepared to undertake the obligation to provide said services.
4. FAMILY SERVICE and COUNTY, therefore, wish to enter into a contract for the herein described family counseling services.

AGREEMENTS: COUNTY, in consideration of FAMILY SERVICE'S promises contained in hereinafter recited agreements, and FAMILY SERVICE, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. FAMILY SERVICE'S SERVICE OBLIGATIONS:

   a. In accordance with applicable State Department of Mental Health Bates Act requirements, provide to clients of the SYSTEM, the following listed services.

      1) FAMILY CRISIS COUNSELING: and

      2) CASE CONSULTATION AND INFORMATION EXCHANGE: Participating in the

Treatment planning process under the leadership of AGENCY'S herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

b. FAMILY SERVICE will submit a monthly statistical report in the format specified by COUNTY'S herein designated representatives.

c. FAMILY SERVICE will designate a representative or representatives for administrative and clinical matters.

d. FAMILY SERVICE will develop and institute an Equal Employment Opportunity Program Plan designed to ensure that staff of FAMILY SERVICE reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the communities FAMILY SERVICE serves. FAMILY SERVICE will submit a copy of the Plan to COUNTY'S herein designated representatives within ninety (90) days of the execution of this Agreement.

e. FAMILY SERVICE will insure that its admissions policies will be in writing, and available to the public. Said admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate FAMILY SERVICE'S contribution to the SYSTEM'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Mental Health.

b. CASE MANAGEMENT: Provide case management services.

c. CLINICAL SERVICES:

1) Accept referrals from FAMILY SERVICE for the purposes of EVALUATION, DIAGNOSIS, PRESCRIPTION, and/or TREATMENT services. PERFORM said

evaluations, diagnosis, prescription and/or treatment services;

2) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM.

d. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Mental Health.

b. Director of Mental Health may designate operational representatives from time to time in writing to FAMILY SERVICE to perform specific tasks or liaison functions.

4. RECORDS:

a. FAMILY SERVICE shall maintain for the later of four (4) years or State audit settlement or the resolution of outstanding audit findings, maintain, and retain records of service rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

b. FAMILY SERVICE shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. STATE, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of FAMILY SERVICE which pertain to services performed and determination of amounts payable hereunder.

c. FAMILY SERVICE agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services

Systems Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money, as a result of FAMILY SERVICE'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State or Local law, regulation or ordinance made applicable thereby.

FAMILY SERVICE agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that FAMILY SERVICE is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. FAMILY SERVICE shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. FAMILY SERVICE agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

6. LIABILITY:

a. FAMILY SERVICE agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from FAMILY SERVICE'S performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, FAMILY SERVICE shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/$300,000 specifically naming COUNTY as an insured party thereto for all purposes.

7. EQUAL OPPORTUNITY IN EMPLOYMENT: FAMILY SERVICE will not employ discriminatory

practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action", as sanctioned and authorized by State and Federal statute and regulation and court decision.

8. COMPLIANCE WITH CODE: FAMILY SERVICE agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code commencing with Section 5328 and Title 45 Code of Federal Regulations Section 2-5150 regarding confidentiality of patient information.

9. PAYMENT:

a. Within a reasonable time from FAMILY SERVICE'S submission of an invoice which attaches the statistical report described hereinabove in Agreement 1 (b), details work performed in the preceeding month and claims the amount due for the month, and upon the acceptance of the Director of Mental Health Services of the statistical report as complete and and reflective of the satisfactory progress of FAMILY SERVICE toward its objectives, COUNTY will pay FAMILY SERVICE'S prevailing rates for services rendered, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

b. The maximum total payment to FAMILY SERVICE under the terms of this Agreement will not exceed the lesser of the cost of operating the services which are the subject of this Agreement, or FIVE THOUSAND DOLLARS ($5,000). The accumulation of monthly payments made by COUNTY to FAMILY SERVICE will be reconciled to FAMILY SERVICE operating costs by FAMILY SERVICE by vehicle of a cost report to AGENCY within ninety (90) days of

the close of the COUNTY fiscal year. Any funds paid over cost will be returned by FAMILY SERVICE to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimbuse FAMILY SERVICE for those costs up to the total hereinabove recited maximum.

c. Where a herein recited report or claim is due from FAMILY SERVICE within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of FAMILY SERVICE'S progress to be as agreed.

d. Approval of FAMILY SERVICE'S records as audited to be accurate and in compliance with all applicable guidelines and regulations is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

e. Submission of the Equal Employment Opportunity Plan hereinabove described is a condition precedent to COUNTY'S obligation to pay the claim for the month in which the Plan is due.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it should be construed to be both a promise and a condition.

g. In the event of FAMILY SERVICE'S bankruptcy or insolvency it is agreed that COUNTY in pressing claims pursuant to this Agreement will be recognized as a creditor of first priority.

10. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached thereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total

Agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to FAMILY SERVICE or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This agreement shall commence July 1, 1981 and terminate June 30, 1982 unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred person still requiring of the type FAMILY SERVICE renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

By _____

ATTEST:
PETE LUCAS, CLERK
BOARD OF SUPERVISORS

_____
By Deputy

MENTAL HEALTH SERVICES

By _____
DIRECTOR

FAMILY SERVICE AGENCY

By _____
PRESIDENT

APPROVED AS TO FORM
COUNTY COUNSEL

By _____

EXHIBIT "A"

RATE SCHEDULE

These rates, based on actual hours of client contact, will include required reporting, consultation with County staff, office expenses, and supportive services.

Individual or Couple Psychotherapy- (based on cost to Agency of providing the service)	$42.00 per hour
Family Therapy - (When co therapists are used - families with four or more members)	$48.00 per hour
Groups	$10.00 per hour per person not to exceed $90 per session

pk

FILED
NOV 25 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY [signature] DEPUTY

AGREEMENT NO. 81-310

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 24th day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Virginia Schmelzer, (hereinafter referred to as "PROVIDER").

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, six (6) beds for children requiring temporary or emergency shelter home care.

2. PROVIDER shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.

3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to six (6) children between the ages of 0 - 18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

4. PROVIDER shall refuse to accept children who are in need of immediate emergency medical care. PROVIDER may also refuse to accept children who are

violent or who are known fire-setters. PROVIDER may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDER shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDER shall keep on-going records on forms provided by COUNTY on all removals from and returns to the home of each child during the placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

7. PROVIDER shall not permit any children in her care to be removed from her home by third parties without the express consent of the social worker in each instance.

8. PROVIDER shall permit visitation by parents of the children in her care between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker.

9. PROVIDER shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDER shall provide transportation to all Court appearances, doctor and dentist appointments, school, and other places as necessary. PROVIDER shall have a valid California Driver's License, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDER shall make all necessary arrangements for school registration for each child.

12. PROVIDER shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public edu-

cation, necessary clothing, and medical dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDER shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDER shall make all necessary arrangements for hiring back-up help. All such help must be at least twenty-one (21) years of age and be approved by the Yolo County Department of Social Services.

14. PROVIDER shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDER shall abide by the Civil Rights Act of 1964, and any other federal or state legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDER shall be responsible for the selection and procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in her home, and for provision of healthful nutrition to each child. COUNTY will provide the initial supply of special needs, such as diapers; however, PROVIDER will be responsible for maintaining such supplies.

17. PROVIDER shall have one weekend off per month. During this weekend, she will not be required to maintain contact with the communications operator. However, any children in the home at the time will continue to be cared for by PROVIDER - whether in the home or away from it. The dates of said weekends off shall be as agreed upon by the Department and PROVIDER. PROVIDER agrees

to give the Department at least one week's notice of intended weekend off dates.

18. PROVIDER shall have one week vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDER shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDER as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDER'S home. COUNTY shall obtain any necessary emergency care for children before they are placed with PROVIDER.

20. COUNTY shall provide consultation and/or training to PROVIDER as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDER, upon submission of a roster shown in Exhibit A, the sum of $864.00 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each child placed in the home, COUNTY shall pay $9.83 for the day the child was admitted into the home and $9.83 for each subsequent day that the child was in the home past 12:00 Noon. The home shall not exceed its licensed capacity of six children at any one point in time.

22. In support of paragraph 17, COUNTY shall pay PROVIDER the sum of $72.00 to provide funds for the hiring of a replacement during the 48 hour

period of any monthly weekend off. Such replacement help will be subject to the conditions set forth in paragraph 13 of this agreement. Such payment will be made upon submission of a claim identifying the weekend to be taken off, the name of the replacement, and names of any children in the home receiving temporary or emergency shelter care.

23. It is specifically understood that PROVIDER is independent contractor and is not subject to the direction and control of COUNTY except as to final results. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

24. The term of this agreement shall be for a period of twelve (12) months, beginning July 1, 1981 and ending on June 30, 1982. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by COUNTY without notice for violation by PROVIDER of any term or condition of this agreement. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 24th day of November, 1981.

COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA

BY: Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST

PETE E. LUCAS,
Clerk of the Board of Supervisors

BY A.M. Percival
DEPUTY

PROVIDER:

BY: Virginia L. Schmelzer

APPROVED AS TO FORM
COUNTY COUNSEL

By: Gary S. Roth

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
A M Percival
Deputy

EXHIBIT A

SHELTER HOME ROSTER

Month/Year_____

Child's Name	Age	Parent(s)' Last Name	Date Admitted	Time	Date Released	Time	Total Shelter Days(*)	Social Worker

(*) A shelter day is considered any day the child is admitted to the home and any subsequent day the child is in the home past noon.

_____ Signature of caretaker (provider)

_____ Date

YCDSS 13 Rev. (11/81)

Bk

FILED

NOV 25 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY _____
DEPUTY

AGREEMENT NO. 81-311

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 24th day of November, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Bessie L. Orndoff, (hereinafter referred to as "PROVIDER").

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, six (6) beds for children requiring temporary or emergency shelter home care.

2. PROVIDER shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.

3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to six (6) children between the ages of 0 - 18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

4. PROVIDER shall refuse to accept children who are in need of immediate emergency medical care. PROVIDER may also refuse to accept children who are

violent or who are known fire-setters. PROVIDER may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDER shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDER shall keep on-going records on forms provided by COUNTY on all removals from and returns to the home of each child during the placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

7. PROVIDER shall not permit any children in her care to be removed from her home by third parties without the express consent of the social worker in each instance.

8. PROVIDER shall permit visitation by parents of the children in her care between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker.

9. PROVIDER shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDER shall provide transportation to all Court appearances, doctor and dentist appointments, school, and other places as necessary. PROVIDER shall have a valid California Driver's License, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDER shall make all necessary arrangements for school registration for each child.

12. PROVIDER shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public edu-

cation, necessary clothing, and medical dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDER shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDER shall make all necessary arrangements for hiring back-up help. All such help must be at least twenty-one (21) years of age and be approved by the Yolo County Department of Social Services.

14. PROVIDER shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDER shall abide by the Civil Rights Act of 1964, and any other federal or state legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDER shall be responsible for the selection and procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in her home, and for provision of healthful nutrition to each child. COUNTY will provide the initial supply of special needs, such as diapers; however, PROVIDER will be responsible for maintaining such supplies.

17. PROVIDER shall have one weekend off per month. During this weekend, she will not be required to maintain contact with the communications operator. However, any children in the home at the time will continue to be cared for by PROVIDER - whether in the home or away from it. The dates of said weekends off shall be as agreed upon by the Department and PROVIDER. PROVIDER agrees

to give the Department at least one week's notice of intended weekend off dates.

18. PROVIDER shall have one week vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDER shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDER as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDER'S home. COUNTY shall obtain any necessary emergency care for children before they are placed with PROVIDER.

20. COUNTY shall provide consultation and/or training to PROVIDER as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDER, upon submission of a roster shown in Exhibit A, the sum of $864.00 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each child placed in the home, COUNTY shall pay $9.83 for the day the child was admitted into the home and $9.83 for each subsequent day that the child was in the home past 12:00 Noon. The home shall not exceed its licensed capacity of six children at any one point in time.

22. In support of paragraph 17, COUNTY shall pay PROVIDER the sum of $72.00 to provide funds for the hiring of a replacement during the 48 hour

period of any monthly weekend off. Such replacement help will be subject to the conditions set forth in paragraph 13 of this agreement. Such payment will be made upon submission of a claim identifying the weekend to be taken off, the name of the replacement, and names of any children in the home receiving temporary or emergency shelter care.

23. It is specifically understood that PROVIDER is independent contractor and is not subject to the direction and control of COUNTY except as to final results. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

24. The term of this agreement shall be for a period of twelve (12) months, beginning July 1, 1981 and ending on June 30, 1982. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by COUNTY without notice for violation by PROVIDER of any term or condition of this agreement. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 24th day of November, 1981.

COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA

BY: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST

PETE E. LUCAS,
Clerk of the Board of Supervisors

BY A M Percival
DEPUTY

PROVIDER:

BY: Bessie L. Arndoff

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Roy D. Rott
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

A M Percival
Deputy

EXHIBIT A

SHELTER HOME ROSTER

Month/Year_____

Child's Name	Age	Parent(s)' Last Name	Date Admitted	Time	Date Released	Time	Total Shelter Days(*)	Social Worker

(*) A shelter day is considered any day the child is admitted to the home and any subsequent day the child is in the home past noon.

_____ Signature of caretaker (provider)

_____ Date

YCDSS 13 Rev. (11/81)

BK

AGREEMENT NO. 81-312

AGREEMENT NO. 1654

FILED

DEC 11 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY [signature]
DEPUTY

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
and
COUNTY OF YOLO

The quarantine of fruits and vegetables from certain areas of California, which has been imposed by the United States Department of Agriculture (USDA) and some foreign governments, has necessitated a commodity fumigation program utilizing the fumigants Ethylene Dibromide (EDB) and Methyl Bromide (MB).

Some of your county employees, working as USDA collaborators, are currently supervising fumigations for USDA certification purposes. This has created an urgent need at the county level for enough self-contained breathing apparatus (SCBA) to equip county fumigation supervisors in compliance with Cal OSHA worker safety regulations and fumigant label restrictions.

Because of this emergency situation and under authorization of the Governor's Mediterranean Fruit Fly Emergency Proclamation Order No. 2, California Department of Food and Agriculture (CDFA) is supplying, at no cost to your county, SCBA equipment complete with carrying case and four air tanks per unit, as listed on the attached identified as Exhibit 'A' which by this reference is made a part hereof.

Please be advised that this equipment becomes the property of your county upon delivery. CDFA will not be responsible for maintaining the equipment nor liable for any accidents or injuries to county employees or any other persons resulting from the use, storage or handling of the apparatus and air tanks. Refilling or replacement of the air tanks will also be a county responsibility.

The State Fire Marshal's office has informed CDFA that local fire departments could provide training in the use of SCBA equipment. Vendors also often train the users of their equipment. CDFA will not be providing SCBA training to county employees.

Upon receipt of the SCBA, please submit a copy of your bill of lading or delivery receipt to: Department of Food and Agriculture, Financial Services, 1220 N Street, Room 140, Sacramento, California 95814.

CALIFORNIA DEPARTMENT OF
FOOD AND AGRICULTURE

By Betty R. Furrer
Betty R. Furrer

Title Business Service Officer

Date

COUNTY OF YOLO

By Robert N Blank

Title Chairman, Board of Supervisors

Date December 4, 1981

ATTEST: PETE E. LUCAS, Clerk of the
Board of Supervisors

By: Paula M Cooper
Deputy

APPROVED AS TO FORM:
Charles R. Mack, County Counsel
By Robert A. Lundstrom
Deputy County Counsel

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

Mine Safety Appliances Company
7100 Fair Avenue
North Hollywood, CA 91605

Est. No. 0712-537
State of California
Dept. of Food and Agriculture
Financial Services/Purchasing
1220 N Street, Rm 140
Sacramento, CA 95814

Send To: ALAMEDA ..... MICHAEL A. GREENE
224 W. Winton Ave., Rm. 184
Hayward, Ca 94544

2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder

Send To: BUTTE..... JOE E. BANDY
316 Nelson Ave.
P.O. Box 1229
Oroville, CA 95965

2	ea	Order #461704	Facepiece Regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel Cylinder

Send To: CONTRA COSTA ...JOHN H. de FREMERY,
161 John Glenn Dr.,
Buchanan Airport, Concord 94520

2	ea	Order #461704	Facepiece Regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder

Send To: LAKE .....DON TOMPKINS
883 Lakeport Blvd.,
Lakeport, CA 95453

2	ea	Order #461704	Facepiece Regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel Cylinder

Send To: LOS ANGELES.....PAUL R. ENGLER
3400 La Madera Ave.
El Monte, CA 91732

6	ea	Order #463831	Facepiece Regulator, case, 1 composite cylinder
24	ea	Order #460320	1 Composite cylinder

Mine Safety Appliances Company
7100 Fair Avenue
North Hollywood, CA 91605

Send To:	MARIN.....	R. ALLAN BALLARD Marin County Civic Ctr., Rm. 422 San Rafael, CA 94903	
2	ea	Order #463831	Facepiece Regulator, case, 1 composite cylinder
6	ea	Order #460320	1 Composite Cylinder
Send To:	MERCED.....	REX C. LYNDALL 533 W. 26th Street Merced, CA 95340	
4	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
12	ea	Order #94007	1 steel cylinder
Send To:	MONTERFY.....	RICHARD W. NUTTER 120 Vilgart Way P.O. Box 1370 Salinas, CA 93901	
2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 steel cylinder
Send To:	PLACER.....	JOHN H. WILSON 11477 E. Ave. Auburn, CA 95603	
2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder
Send To:	SACRAMENTO.....	LELAND BROWN 4137 Branch Center Rd., Sacramento, CA 95827	
4	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
12	ea	Order #94007	1 Steel cylinder
Send To:	SAN BERNARDINO..	ROGER L. BIRDSALL 777 E. Rialto Ave., San Bernardino, CA 92415	
4	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
12	ea	Order #94007	1 Steel cylinder
Send To:	SAN JOAQUIN.....	ERWIN B. EBY 1868 E. Hazelton Ave., P.O. Box 1809, Stockton, CA 95202	
2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 steel cylinder

Send To: SAN MATEO.....GEORGE GINILO
Agr. Bldg.
728 Heller St.
P.O. Box 999
Redwood City, CA 94064

2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder

Send To: SANTA CLARA.....CHESTER O. HOWE
1555 Berger Dr.,
Bldg. 2, Rm. 209
San Jose, CA 95112

1	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
3	ea	Order #94007	1 Steel cylinder

Send To: SUTTER.....ALFRED C. PERRIN, JR.
142 Garden Hwy.,
Yuba City, CA 95991

2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder

Send To: VENTURA.....V. EARL McPHAIL
815 Santa Barbara St.
Agr. Bldg., P.O. Box 889
Santa Paula, CA 93060

8	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
24	ea	Order #94007	1 steel cylinder

Send To: YUBA.....EARNIE F. VICKREY
Ag Commissioner
938 14th St
Marysville, CA 95901

2	ea	Order #461704	Facepiece regulator, case, 1 steel cylinder
6	ea	Order #94007	1 Steel cylinder

Sent To: FRESNO.....COSMO C. INSALACO
Agricultural Commissioner
1730 S. Maple Avenue
Fresno, CA 93702

10	ea	Order #463861	Facepiece Regulator, casi l composite cylinder
30	ea	Order #460320	1 Composite cylinder

PLEASE DELIVER TO THE FOLLOWING:

El Dorado County Agricultural Commissioner's Office
311 Fair Lane
Placerville, CA 95667
916-626-2305

2 Survivair Kits including facepiece, regulator, carrying case, and 1 steel cylinder #9838-20

6 Steel Cylinders #9151-45

Imperial County Agricultural Commissioner's Office
Court House, 939 Main
El Centro, CA 92243
714-352-3610 (ext. 240)

4 Survivair Kits #9838-20
12 Steel Cylinders #9151-45

Kings County Agricultural Commissioner's Office
County Government Center-Agricultural Commissioner's Office
280 Campus Drive
Hanford, CA 93230
209-582-3211

2 Survivair Kits #9838-20
6 Spare Steel cylinders #9151-45

Madera County Agricultural Commissioner's Office
128 S. Madera Ave.
Madera, CA 93637
209-674-4641

2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

San Benito County Agricultural Commissioner's Office
3220 Southside Road
P.O. Box 699
Hollister, CA 95023
408-637-5344

2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

San Luis Obispo County Agricultural Commissioner's Office
San Luis Obispo Airport- Ag. Commissioner's Office (Edna Road)
P.O. Box 637
San Luis Obispo, CA 93401
805-549-5910

2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

L. N. Curtis
4133 Broadway Avenue
Oakland, CA 94611

Est. No. 0[illegible]7

Santa Barbara County Agricultural Commissioner's Office
Court House - Ag. Commissioner's Office
1105 Santa Barbara St.
Santa Barbara, CA 93101
805-963-7181
4 Survivair Kits #9838-20
12 Steel Cylinders #9151-45

Stanislaus County Agricultural Commissioner's Office
725 County Center Three
Modesto, CA 95355

2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

Tehama County Agricultural Commissioner's Office
1760 Walnut Street
P.O. Box 38
Red Bluff, CA 96080
916-527-4504
2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

Tulare County Agricultural Commissioner's Office
Ag. Commissioner's Office
County Civic Center
Visalia, CA 93277
209-733-6391
10 Survivair Kits #9838-20
30 Steel Cylinders #9151-45

Kern County Agricultural Commissioner's Office
2010 H Street
P.O. Box 1351
Bakersfield, CA 93302
805-861-2300
10 Survivair Kits #9838-20
30 Steel Cylinders #9151-45

Glenn County Agricultural Commissioner's Office
720 N Colusa Street
Willows, CA 95988
916-934-5651
2 Survivair Kits #9838-20
6 Steel Cylinders #9151-45

Bullard Safety Company
8000 Clifton Road
Sacramento, CA 95826

Est. No. 0715-537

PLEASE SEND TO THE FOLLOWING:

Orange County Agricultural Commissioner's Office
1010 South Harbor Boulevard
Anaheim, CA 92805
714-774-0284

3 ea. Scott 2.2 Kits including facepiece, regulator, 1 aluminum (composite) cylinder, and carrying case #900225-01
2 ea. Cylinders aluminum (Spare) #80001-14

Riverside County Agricultural Commissioner's Office
4080 Lemon Street, Rm 19
Riverside, CA 92501
714-787-2561

4 ea. Scott 2.2 Kits #900225-01
12 ea. Cylinders Aluminum #80001-14

San Diego County Agricultural Commissioner's Office
5555 Overland Avenue, Bldg. #3
San Kiego, CA 92123
714-565-5769

8 ea. Scott 2.2 Kits #900225-01
24 ea. Cylinders Aluminum #80001-14

Santa Cruz County Agricultural Commissioner's Office
1430 Freedom Blvd.
Watsonville, CA 95076
408-724-1149

1 ea. Scott 2.2 Kits #900225-01
3 ea. Cylinders Aluminum #80001-14

Sonoma County Agricultural Commissioner's Office
2604 Ventura Ave., Rm 101
Santa Rosa, CA 95401
707-527-2371

2 ea. Scott 2.2 Kits #900225-01
6 ea. Cylinders Aluminum #80001-14

Yolo County Agricultural Commissioner's Office
70 Cottonwood Street
Woodland, CA 95695
916-666-8261

2 ea. Scott 2.2 Kits #900225-01
6 ea. Aluminum Cylinders #80001-14

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 81-313

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of August, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health Services	81-77877

hereafter called the State, and

Yolo County Health Department

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall, in accordance with the WIC Program Manual, published by the State Department of Health Services:

   A. Operate the Special Supplemental Food Program for Women, Infants and Children hereinafter referred to as "WIC".

   B. Enroll only those persons determined eligible for Program benefits.

   C. Ensure performance of medical and nutritional assessments on WIC applicants.

   D. Document each participant's eligibility on the Certificate of WIC Eligibility Form provided by the State.

   E. Provide a complete orientation for WIC participants including instruction in proper use of WIC food vouchers and information on rights and obligations under the program.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

APPROVED AS TO FORM
Stephen O. Kaufman
Deputy County Counsel

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Health Department
BY (AUTHORIZED SIGNATURE) ▶	BY (AUTHORIZED SIGNATURE) ▶
TITLE: Chief, Program Support Branch	TITLE
(CONTINUED ON 3 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 10 Cottonwood, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED: $ 56,028	APPROPRIATION: Health and Safety Code Section 109		FUND: Public Health Federal Funds
UNENCUMBERED BALANCE: $	ITEM	CHAPTER	STATUTES / FISCAL YEAR: 1981-82
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Local Agency Administrative Costs and Operating Expenses		
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 9993-7411 L12204		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ DATE

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIB

Agreement/ Subgrant No. 81-314

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Woodland Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Woodland Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
DEC - 7 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Emma M. Carlson
DEPUTY

PROGRAM :	In-School Youth Program
MAILING ADDRESS :	526 Marshall Avenue
CITY & STATE :	Woodland, CA 95695 PHONE : (916) 662-4678
PROGRAM DIRECTOR :	Clancy Duppong

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1981

The term of the SUBGRANT shall end on September 30, 1982

The total amount of the SUBGRANT is $12,537

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: O. John Taylor	By Signature: Robert N Black
Name and Title: Acting Superintendent	Name and Title: Robert N. Black, Chairman, Yolo County Board of Supervisors
Date	Date: DEC 1 1981

Type Name and Title of Authorized Officer

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Calvan
Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Woodland Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Woodland Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) CETA Operating Budget

(i) Narrative

(j) Non-Financial Agreement

(k) ////////////////

(l) ////////////////

(m) ////////////////

(n) ////////////////

(o) ////////////////

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1981, and shall end September 30, 1982, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $_____, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to CFR §676.35 and 41 CRF §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

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(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program. If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and

the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services, classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Interest on Debts

If a debt is established against the Prime Sponsor because of disallowed cost arising from an audit of the Subgrantee, and the Department of Labor charges the Prime Sponsor interest on the debt, the Subgrantee is required to pay the interest charge on the debt at the rate in effect as determined by the Department of Labor.

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7. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

8. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or

compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, before the expiration of four years after the statute of limitation otherwise prescribed by law.

9. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose

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of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such terminations and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

10. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

11. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

12. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE

shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment

Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

14. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the

PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

15. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as define in 41 CFR §29-70.102(a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the terms of this agreement.

19. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

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20. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

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(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

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21. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

22. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D or VI when any other person is on layoff from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

23. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

24. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

25. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

26. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

27. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

28. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all

elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.65(c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

29. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSOR'S CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

30. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR §676.52 regarding non-discrimination.

31. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this

Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

32. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

33. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the terms of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

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34. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

35. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-314 .

36. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N Black

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

O. John Taylor

(Signature of Authorized Officer)

_____ 19____

(Date)

Acting Superintendent

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

O. John Fayla

Authorized Signature

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

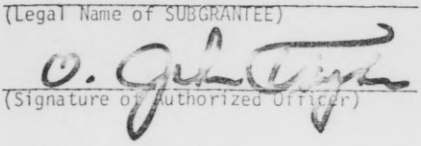
x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____ 19____

(Legal Name of SUBGRANTEE) (Date)



(Signature of Authorized Officer)

Acting Superintendent

(Title of Authorized Officer)

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Afirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

_____
SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IIB

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE October 9, 1981

Subgrantee Name and Address:
Woodland Joint Unified School District
526 Marshall Avenue
Woodland, CA 95695

Contact Person: Clancy Duppong
Phone 662-4678
Period: From 10-1-81 To 9-30-82
Program Name: In-School Youth

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	$ 138			$ 1,116					$ 1,254
NOV.	138			1,116					1,254
DEC.	138			1,116					1,254
JAN.	138			1,116					1,254
FEB.	138			1,116					1,254
MAR.	137			1,116					1,253
APR.	137			1,116					1,253
MAY	137			1,116					1,253
JUNE	69			559					628
JULY	-0-			-0-					-0-
AUG.	69			558					627
SEPT.	137			1,116					1,253
TOTAL	$1,376			$11,161					$12,537

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	$ 138					$ 1,116		$ 1,254
NOV.	138					1,116		1,254
DEC.	138					1,116		1,254
JAN.	138					1,116		1,254
FEB.	138					1,116		1,254
MAR.	137					1,116		1,253
APR.	137					1,116		1,253
MAY	137					1,116		1,253
JUNE	69					559		628
JULY	-0-					-0-		-0-
AUG.	69					558		627
SEPT.	137					1,116		1,253
TOTAL	$1,376					$11,161		$12,537

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Acting Superintendent
Name and Title of Authorized Official

O. O. Tyler
Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — 10/14/81 Date

YC 105 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Woodland [redacted]t Unified School District

526 Marshall Avenue

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	$ 376	$ 38	$ 38	$ 38	$ 38
SALARIES & WAGES	1,000	100	100	100	100
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	$1,376	$138	$138	$138	$138

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Woodland Joint Unified School District

526 Marshall Avenue

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
$ 38	$ 37	$ 37	$ 37	$19		$19	$ 37
100	100	100	100	50		50	100

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Woodland Joint Unified School District
526 Marshall Avenue
Woodland, CA 95695

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries	$5,448	$ 545	$ 545	$ 545	$ 545
Staff Fringe Benefits	675	67	67	67	67
Staff Travel	120	12	12	12	12
Special Program Technical Assistance	4,918	492	492	492	492
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	$11,161	$1,116	$1,116	$1,116	$1,116

WORK EXPERIENCE

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE NAME AND ADDRESS

Woodland Joint Unified School District
526 Marshall Avenue
Woodland, CA 95695 -

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
$ 545	$ 545	$ 545	$ 545	$272		$271	$ 545
	68	68	68	34		34	68
12	12	12	12	6		6	12
492	491	491	491	247		247	491
$1,116	$1,116	$1,116	$1,116	$559	-0-	$558	$1,116

YC 1w-t (revised 10/77)

Subgrantee's Name and Address

Woodland Joint Unified School District
526 Marshall Avenue
Woodland, CA 95695

Phone 662-4678

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10-1-81 To 9-30-82

Contract No.

Title/Subtitle IIB

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACATION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Administrator	$100		10	$1,000			$1,000						
Youth Supervisor	400	38%	10	4,000							$4,000		
Instructional Aide	492	75%	10	4,918							4,918		
Typist Clerk	212	13%	10	2,123							2,173		
TOTAL							$12,041				$11,041		

II-B IN-SCHOOL YOUTH PROGRAM
Budget 1981-1982

Youth Supervisor (37.5% F.T.E.)	$ 4,000.00
Youth Supervisor Mileage	120.00
Instructional Aide - 4 hours per day	4,097.00
Instructional Aide - Fringe Benefits	821.00
Administration:	
Secretary (1 hr/per day)	1,448.00
Secretary Fringe Benefits	675.00
Coordinator	1,000.00
Indirect Cost - 3%	376.00
Total Program Responsibility to WJUSD	$12,537.00

(These funds are reimbursed to the district by Yolo County Manpower.)

Participant Cost	$23,282.00

(20 students for 10 months. The payroll responsibilities are handled directly by Yolo County Manpower. WJUSD has no responsibility for this portion of the program.)

Total Program	$35,819.00

Participant Wages & Fringe Costs*

Month		Wages	Fringe	TOTAL
October	(20)	2,653	345	2,998
November	(20)	2,291	298	2,589
December	(20)	1,501	195	1,696
January	(20)	2,144	279	2,423
February	(20)	2,412	314	2,726
March	(20)	2,171	282	2,453
April	(20)	2,653	345	2,998
May	(20)	2,533	329	2,862
June	(20)	1,085	141	1,226
July	(0)	-0-	-0-	-0-
August	(0)	-0-	-0-	-0-
September	(10)	1,327	173	1,500
Totals		20,770	2,701	23,471

*The participant wages and fringe benefits shown on this page are paid by the prime sponsor from Title IV YETP monies, and are not incorporated as a financial part of this contract.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title _____

Program: Woodland In-School	[X] Original	[ ] Revision # _____
Fiscal Year: 1982	Date 9/11/81	Annual Plan Mod. # _____

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	21	22	25	26	27	27	27	27	27	27	27	42
B. Total Enrollments by Month.....	6	1	3	1	1	0	0	0	0	0	0	15
1. New Enrollment.....	6	1	3	1	1							10
2. Title and Subpart Transfers....												5
3. Carried Over Last Year.....	15											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	1	2	5	6	7	7	7	7	22	27	27	27
D. Total Terminations by Month.....	1	1	3	1	1	0	0	0	15	5	0	0
1. Entering Employment.....										2		
a. Direct Prime.....												
b. Indirect.....										1		
c. Indirect (Other).....										1		
2. Title and Subpart Transfers....									15			
3. Additional Positive.....	1	1		1	1					1		
a. School.....	1	1		1	1					1		
b. Other Manpower/Non-placement Objective Completed.....												
4. Other.....			3							2		
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	20	20	20	20	20	20	20	20	5	0	0	15

CONTRACT NARRATIVE

WOODLAND JOINT UNIFIED SCHOOL DISTRICT
IN-SCHOOL YOUTH PROGRAM

The program presented here is designed to provide economically disadvantaged youth with basic job skills, career planning techniques, and job seeking skills. It is for youth who have had minimal previous work experience or none at all and who have not had an opportunity to develop those desirable work characteristics that are fundamental to all employment. At the same time, emphasis will also be placed on attempting to help the participants begin to plan for their future careers and to provide them with techniques for finding and securing employment.

The target group, in addition to economically disadvantaged, will be from 16-21 years of age and students in the geographical area of Woodland.

The program will provide 1-4 hours per day employment during the school year. Pending the availability of funds, it is anticipated that some of the students will be transitioned into the Summer Youth Program operated by the Yolo County Manpower. In September, 1982, the students will be returned to the In-School Program. All work-sites will be in the public sector or with private non-profit organizations.

PROGRAM ACTIVITIES

The basic program will be work experience with the flexibility of one to four hours of participation per day. Linked to this, however, all participants' class schedules will be monitored and those who need remedial reading and math will be required to enroll in those classes. School attendance of participants will be monitored and students will not be allowed to work on days they are not in attendance at school.

Should additional funds become available, the participants will be provided with a career information/planning and job seeking workshop.

Participants whose job requires that they be at work before the end of the school day will become enrolled in work experience for which they will earn five units of credit for two hours of work each day.

Beyond the possible credit available through work experience, no additional credit will be earned by any of the participants through the program. The major purpose is to encourage greater involvement in the school by the participants, in terms of attendance and participation, and therefore, benefit more from school. Services in the form of counseling and referral to Project MOVE (Manpower Service Agency) for special job skills development will be provided.

COORDINATION AND LINKAGES

The first and most important linkage is with Yolo County Manpower in the term of certification of participants and the development of the Participant's Employability Plan. At the end of the school year, another carefully coordinated linkage will be the transitioning of selected participants into the Summer Youth Program (if funds are available). During the course of the program, linkages

COORDINATION AND LINKAGES (Continued)

will be developed with public agencies for employment and supervision of participants. Within the school, coordination and linkage will involve the Career Center and the Private Sector Work Experience Program in providing services and enabling participants to earn credit for program participation.

PARENTAL PARTICIPATION

At the time a prospective participant is accepted into the program a communication will be sent to the parent explaining the program, their child's involvement, and the responsibilities of parents and child as a result of this participation. In addition, an agreement to participate form will be developed requiring the participant's signature, parent's signature, and the coordinator's signature. This document will set forth responsibilities and duties of each signed party. A third planned parental involvement will be a home visit by the program's Youth Supervisor. This visit will take place during the second semester, preceding any scheduled pre-registration for the high school. The purpose of the visit will be to 1) make a personal contract between the school and the home; 2) provide information to the participant's parents regarding graduation requirements, etc.; 3) provide information to parents regarding vocational training programs available to participants; and 4) explain the possibilities of Summer Youth Program.

FINANCIAL RESPONSIBILITY

Financial responsibility resulting from certification of participants and payroll responsibilities for participants is assumed by the prime sponsor.

SIGNIFICANT SEGMENT GOALS

The Woodland School Joint Unified School District will serve youth in the following percentages:

Males	40%
Females	60%
Age 16-21	100%
White	36%
Black	7%
Hispanic	47%
Indian	3%
Asian	7%
Handicapped	20%

CONTRACTUAL NOTE

All participants will be concurrently enrolled in YETP (IV) and IIB. This contract reflects a Title IIB status, however, participants' wages shall come from the YETP funds until they are exhausted. At that point, Title IIB funds shall be used for youth wages.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT
IN-SCHOOL YOUTH PROGRAM

BUDGET 1981-82

Secretary	$ 1,500.00
Youth Supervisor	$ 4,000.00
Administration	$ 2,000.00
Instructional Aide (Reading)	$ 4,955.00*
Participants (20 students for 10 months)	$23,282.00

*The instructional aide salary will be reimbursed retroactively pending notification from the Department of Labor regarding the waiver of allowances for attendance in the remedial reading class.

NON-FINANCIAL AGREEMENT

In-School Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Woodland Joint Unified School District Youth Employment and Training Program. These payments, which include all participant wages, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for an in-school youth program. The maximum payable to participants under this Agreement is $23,282. The financial portion of this Agreement which is that amount of funds subgranted to the Woodland Joint Unified School District is $$12,537. The total funds available to Woodland Joint Unified School District and its participants is therefore $35,819.

COUNTY OF YOLO, PRIME SPONSOR

	Robert N Black
(Legal Name of Subgrantee)	(Signature of Authorized Officer)
O. John Fox	Chairman Yolo County Board of Supervisors
(Signature of Authorized Officer)	(Title of Authorized Officer)
Acting Superintendent	
(Title of Authorized Officer)	
	DEC 1 1981
(Date)	(Date)

FILED

DEC 1 - 4 1981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
By Linda M. Cooper
DEPUTY

AGREEMENT NO. 81-315

(For Certain Coordinative Services)

THIS AGREEMENT, made and entered into this first day of December, 1981, by and between County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Patricia Scarlett & Doris Sloane hereinafter referred to as PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY has committed itself to improving its health care delivery system for the elderly, the fastest growing segment of its population.
2. To this end the COUNTY'S Health Services Agency, hereinafter referred to as AGENCY, has facilitated the development of an outline of a potential delivery system, attached hereto as Exhibit "A: and incorporated herein by reference thereto, for the purposes of illiminating the record rather than binding the parties thereto.
3. Financing for this commitment is based almost entirely on grant sources, many of which have yet to be developed, and the definitive description of the delivery system has not yet been written nor the system implemented.
4. To complete the work that has begun, COUNTY has need of a person with knowledge of the aging process, the health and social services needs of older adults, community development techniques, health and social services delivery systems and community support networks; and management practices; demonstrated ability to organize programs, write and speak effectively, and work well and productively with a variety of community groups, volunteers, and health and social services professionals; and the willingness to participate in a tenuously financed and programatically experimental area of human services.
5. PROVIDER represents she has these attributes and is willing to complete

the work already begun in harmony with the spirit of the program outlined in Exhibit "A".

6. Therefore, COUNTY and PROVIDER mutually acknowledge that neither would have entered into this agreement except that the hereinabove recited representations were true and are desirous to enter into an agreement for the hereinbelow outlined services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in the hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promised contained in the hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: In accordance with the Working Protocols, attached Exhibit "B":

   a. Develop in conjunction with appropriate interested persons and organizations as noted in Exhibit "B:, a one year, three year and five year Action Plan of objectives, policies, procedures, and components of an integrated County wide health care and social services delivery system for the elderly within 180 calendar days of execution of this agreement:

   b. Organize, participate, and coordinate the implementation of that delivery system by June 30, 1982.

   c. Evaluate the implementation process and the Action Plan against operations and data derived therefrom by June 30, 1982.

2. AGENCY'S SERVICE OBLIGATIONS:

   A. Provide to PROVIDER a maximum of 200 square feet of office space, tools, supplies and equipment sufficient, in the joint judgment of PROVIDER and COUNTY'S designated representative, for PROVIDER to perform.

   b. Provide prompt access to records and personnel necessary, in the joint judgment of PROVIDER and COUNTY'S designated representatives, for PROVIDER to perform.

3. COUNTY'S DESIGNATED REPRESENTATIVES: Will be AGENCY'S Director of Alcohol and Drug Abuse or his successor in office or function.

4. PAYMENT:

a. Upon satisfaction of all conditions precedent and within fifteen (15) working days of the submission of a claim which details PROVIDER'S progress in the preceeding month toward accomplishment of PROVIDER'S objectives as set out herein above paragraph "1", COUNTY will pay PROVIDER in accordance with rate schedule attached as Exhibit "C".

b. Where a herein recited objective, report, or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance of that objective, report, or claim as complete, in so far as determinable without a verification, by COUNTY'S designated representative.

c. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition, it shall be construed to be both a promise and a condition.

5. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may assign or sub-contract its responsibilities on the advance written authorization of COUNTY'S herein designated representative.

b. It is expressly understood by PROVIDER that a grant of permission to assign or sub-contract by the AGENCY is not a release of PROVIDER from accountability for any of the obligations and conditions set

out in this agreement.

c. It is further expressly understood and agreed upon by PROVIDER that PROVIDER'S payment of its sub-contractors and proff of that payment are conditions precedent and subsequent to COUNTY'S obligation to pay PROVIDER for services rendered in any month for which such proof is required by AGENCY.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable witholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY: PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER;S performance under this agreement.

8. OWNERSHIP OF RECORDS: PROVIDER agrees that the contents of any records and reports generated or used in the performance of this agreement are the property of AGENCY and may not be used for any purpose except with the written authorization of COUNTY'S designated representative.

9. WORKING PROTOCOLS: Attached hereto as Exhibit :B: and incorporated herein by reference thereto are working protocols describing and governing the working relationships of parties. Said working protocols bind parties af if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in wiritng, and represents a bilateral agreement of AGENCY and PROVIDER. Said working

protocols shall include as a minimum PROVIDER'S hours of operation, authority to speak for AGENCY, location(s) of duty statement, reporting requirements, and operational contacts with AGENCY and COUNTY; scheduling of time off; and AGENCY'S equipment, transportation and travel, supply, and support personnel obligations.

10. AMENDMENTS: Except as otherwise provided herein, the body of this ageeement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein no additions to, or alterations of this agreement by parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This agreement shall commence upon execution and terminate June 30, ____, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political sub-division of the State of California

By Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS
Clerk of the Board of Supervisors

BY Paula M Cooper
Deputy

Patricia Scarlett
Patricia Scarlett, Coordinator

Doris E. Sloan
Doris Sloan, Associate Coordinator

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MARK
COUNTY COUNSEL
By Elizabeth A. Stoltz
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

HEALTH SERVICES AGENCY
ACTION PLAN
YOLO COUNTY ELDERLY CARE SERVICES

GOAL: *To provide the elderly population of Yolo County with the opportunity to live their lives to the fullest by assuring that a full range or support services are made available to them.*

ROLE: *The Health Services Agency with the Department of Social Services will take a leadership role in developing and promoting action in the area of elderly care in Yolo County. As a public Agency, we have a special role in promoting health among the elderly. (e.g., education and health screening programs). We also have a role in insuring, to the maximum extent possible, that needed medical and social resources (public and private) are appropriately available to those older persons who are in need. Particularly important are those services designed to give older persons themselves, with their families, more choice on how they are going to live out their lives. (e.g., home care, and health day care programs).*

This leadership role does not mean that we should be directly involved in everything having to do with senior citizens' health any more than we have to be involved with everything happening to the general populations' health care. Families, physicians, churches and community groups are already involved in many of these areas. It does mean that we assume some leadership in making people aware of needs, and what is and is not being done to fill these needs.

The Agency will work closely with other organizations in the provision of health services to the elderly. (in some instances, we provide direct services in health care; in other instances we will work with other groups in providing care in a supportive and coordinated way).

To facilitate this leadership role, the Health Services Administrator has appointed a Special Program Coordinator, and an Aging Services Team consisting of one member from each of the four departments. The purpose of the Aging Services Team is to:

a. *Coordinate the present health efforts within the Agency*
b. *Recommend policy to the Health Agency administrator*
c. *Assist in the development of possible new programs*
d. *Organize around needs with existing resources.*

An Elder Care Advisory Committee has also been set up as part of the Yolo County Health Council.

The Coordinator of Special Programs and members of the Aging Services team, in cooperation with Advisory Committee members and concerned citizens has been engaged in the development of programs and services. Included in this is the development of the case management team in cooperation with the Social Services Agency and the

planning and early development of the Adult Day Health Care program as well as the planning and preliminary organization of the providers' council.

WORKING PROTOCOL

Exhibit B

Ms. Patricia Scarlett is designated as Coordinator of Elder Care, and Ms. Doris Sloan is designated as Associate Coordinator of Elder Care.

The Coordinator and Associate Coordinator will report to Mr. Phil Walker, Coordinator of Special Programs for the Health Services Agency.

In terms of hours of operation, generally work is expected to be done between 0800 and 2000, Monday through Friday and time off will be scheduled in advance with Mr. Walker.

Coordinators will be based at 201 Beamer Street, but may be assigned to work out of other Health Services Agency offices. Supply needs will be coordinated with Mr. Walker.

The Coordinators are to assist in developing and coordinating health services to the elderly. The following is an example of their duties: (Not in priority order)

Staff appropriate county and community groups;

Assist in program development

Provide liaison and coordination between county offices and county community groups.

Under general supervision, develop program plans and grant proposals

Monitor development of and contracts for ADHC

Assist in data collection for program evaluation

Under general supervision develop and implement outreach programs for the "frail elderly"

Address community groups as requested, and

Develop a provider network--including county, community-based and private providers who deliver health and social services to the elderly.

Written or oral progress reports on coordinating activities will be required on an as needed basis as determined by Mr. Walker, Coordinator of Special Programs.

EXHIBIT C

Ms. Patricia Scarlett will work 40 hours per week as Coordinator, at $1816.66 per month for a total of $12,716.62 for the seven month period of the contract.

Ms. Doris Sloan will work 16 hours per week as Associate Coordinator at $726.66 per month for a total of $5,086.62.

FILED

DEC - 4 1981

PETE B. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY PAULA M. COOPER
DEPUTY

B 90 (1-28-81)
1-81

AGREEMENT NO. 81-316

AGREEMENT TO PROVIDE

PROFESSIONAL CONSULTING SERVICES

TO THE COUNTY OF YOLO

THIS AGREEMENT, entered into this first day of December 1981, and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called the "Consultant") and the County of Yolo (hereinafter called the "County"),

WHEREAS, Article XIIIB of the California State Constitution provides that counties may recover costs associated with carrying out programs mandated by the State of California,

WHEREAS, the County desires to obtain maximum reimbursement for costs incurred in carrying out State mandated programs,

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in determining the costs of governmental programs and in the submission of cost claims to the State of California, and

WHEREAS, the County desires to engage the Consultant to assist in developing, submitting, and negotiating cost claims pertaining to State mandated programs.

NOW, THEREFORE, the parties hereto mutually agree as follows:

(1) Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

(2) Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:

A. Prepare and submit applicable claims relating to Section 2 of Senate Bill 1261 (Chapter 1090, Statutes of 1981). Attachment I to this agreement lists claims relating to counties that are pertinent to this section and will be reviewed for applicability to the County.

B. Monitor payment status of all claims submitted on behalf of the County pursuant to this Agreement.

C. Represent the County in negotiations pertaining to claims submitted.

D. Represent the County for any claims audited by the State Controller's Office.

E. Provide expert consultation to the County in complying with the state mandated cost program.

(3) Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion in order to best carry out the purposes of the agreement. All services required hereunder shall be completed by June 30, 1982, except that

the term of this agreement may be extended beyond the completion date by mutual consent of the parties. Claims submitted purusant to Section 2 of Senate Bill 1261 (Chapter 1090, Statutes of 1981) will be filed by January 28, 1981.

(4) Compensation. The County agrees to pay the Consultant an amount equal to fifty percent (50%) of the first $30,000 of claims submitted and approved. Additionally, the County shall pay the Consultant an amount equal to thirty percent (30%) of all claims submitted, approved, and paid beyond the first $30,000 for all claims filed on behalf of the County. If the County has already submitted any claims for any of the applicable years, these claims will be excluded from all services included in this contract and from calculations relating to compensation due the Consultant. The County must advise the Consultant in writing of any claims that are to be so excluded by January 4, 1982.

(5) Method of Payment. The County shall pay the Consultant from funds received as a result of claims filed by the Consultant on behalf of the County. The fee shall be due to the Consultant upon receipt by the County of payment received from claims submitted in accordance with this agreement.

(6) Changes. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

(7) Services and Materials to be Furnished by the County. The County shall provide assistance in the accumulation of data within program areas to facilitate claims submission. The Consultant shall assume all data so provided to be correct.

(8) Termination of Agreement. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

(9) Information and Reports. The Consultant shall, at such time and in form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

(10) Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

(11) Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on in the County.

(12) Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

(13) Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

(14) Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

(15) County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

(16) When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

(17) Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

(18) Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the claim for whatever reason is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of claims submitted.

(19) Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Yolo County
Courthouse, Room 214
Woodland, California 95695

David M. Griffith and Associates, Ltd.
5441 Fair Oaks Boulevard, Suite C-3
Carmichael, California 95608

(20) Completeness of Claims Filed. The Consultant will make its best efforts to determine if claims may be filed on behalf of the County for those claiming areas listed in Attachment I and in cases where an apparent claim exists file said claim. The Consultant does not warrant that all claims will be filed nor does the Consultant warrant that all costs will be included in all claims submitted pursuant to this agreement.

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Yolo County Board of Supervisors

By: Robert N Black
Chairman (County Official)

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

Paula M Cooper
deputy

David M. Griffith and Associates, Ltd.

By: Louis E Chappuie
Louis E. Chappuie, Vice President

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM:
[illegible] County Counsel
By: [illegible]
[illegible] County Counsel

ATTACHMENT 1

Applicable Claims Relating to Senate Bill 1261
(Chapter 1090, Statutes of 1981) 1/

(1) Chapter 276/76--Energy Forecasting

(2) Chapter 357/78--Zoning Consistency

(3) Chapter 593/75 Jury Duty

(4) Chapter 718/78--Limitation of Juror Days

(5) Chapter 842/78--TB Exams

(6) Chapter 876/76--Sentencing Transcripts

(7) Chapter 978/76 and Chapter 848/78--Bilingual Bicultural Education

(8) Chapter 984-77--Developmental Disabilities

(9) Chapter 1046/76--Property Appraisal

(10) Chapter 1139/76--Determinate Sentencing

(11) Chapter 1177/73--Ballot Size

(12) Chapter 1242/77 and Chapter 43/78--Sr. Cit. Property Tax Postponement

(13) Chapter 1319/78--Dangerous Mentally Retarded Persons Commitment

(14) Chapter 1363/78--Mentally Incompetent Voter Registration

(15) Title 8, CAC, Sec. 3014-3111--Elevator Earthquake Safety

(16) Title 8, CAC, Sec. 3041(c)--Elevator Fire Safety

(17) Title 14, CAC, Chapter 2--Solid Waste Management Plans

(18) Title 15, CAC, Sec. 1282--Breathing Apparatus

(19) P.U.C. Decisions 91091 and 90144--Uniformed Safety Attendants

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1/ This list represents claiming areas that will be reviewed and applicable claims submitted on behalf of the County.

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 81-317

DEC 10 1981

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
OTHER

ERMA L. LUCAS, Clerk of the BOARD OF SUPERVISORS
County

THIS AGREEMENT, made and entered into this 18th day of November, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Fiscal Officer	Dept. of California Highway Patrol	81-C71

hereafter called the State, and

Amendment I

Yolo County Communications, 203 3rd Street, Woodland, CA 95695

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

It is mutually agreed between the parties hereto that Contract 81-C71 dated July 1, 1981, shall be amended as follows:

CHANGE paragraph 1 to read:
Contractor agrees to lease and State agrees to rent one (1) 4-channel radio to be used by the Department of California Highway Patrol, RR #3, Box 142-H, Woodland, California.

In order to provide expenditure to install the radio in different CHP vehicles, this contract will be increased by $270.00. The total amount shall not exceed Eight Hundred Dollars ($800.00).

Except as herein amended, all other parts and sections of this contract shall remain unchanged and in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	Agreement No. 81-317 CONTRACTOR
AGENCY: Dept. of California Highway Patrol	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Communications
BY (AUTHORIZED SIGNATURE): ▶ Fredric M Dauge	BY (AUTHORIZED SIGNATURE): ▶ Robert McGeach
TITLE: Fiscal Officer	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 203 3rd Street, Woodland, California

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$	M V Account		State Transportation	
UNENCUMBERED BALANCE	ITEM 272-001-044	CHAPTER 99	STATUTES 1981	FISCAL YEAR 1981/82
ADJ. INCREASING ENCUMBRANCE $ 270.00	FUNCTION			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT 280/1802			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: ▶ Joseph M. Villanueva — DATE: 11/18/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ▶ Fredric M Dauge — DATE: 11/18/81

KAISER FOUNDATION HEALTH PLAN, INC.

AGREEMENT NO. 81-318

FILED

A Nonprofit Corporation
Northern California Region

DEC 10 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
DEPUTY

1030

Group No. 1030-01

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AMENDMENT

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See attached "1982 Amendments with Prescription Plan 3".

The monthly payments are changed to those shown below.

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.

MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below:

		Total
Basic Rate Structure		
Subscriber	$ 46.16	$ 46.16
Subscriber with one Family Dependent	Add $ 46.16	$ 92.32
Subscriber with two or more Family Dependents	Add $ 41.08	$ 133.40
Variables to Basic Rate Structure		
For each dependent child age 19 to 24 in a family of four or more Members	Add $ 23.08	
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan.	Add $ - 0 -	
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:		
Subscriber	Subtract $ 11.46	
Subscriber's spouse (or child if there is no spouse)	Subtract $ 11.46	
Other Family Dependents	Subtract $ 6.38	
LIMIT ON SUPPLEMENTAL CHARGES for calendar year 1982:		
For one Member of a Family Unit	$ 500.00	
For two Members of a Family Unit	$ 1,000.00	
For three or more Members of a Family Unit	$ 1,440.00	

APPROVED AS TO FORM
Charles R. Mack, County Counsel
By: Robert a Ruhstrom
Chief Deputy County Counsel

Date Accepted December 8, 1981

Group Yolo County
Auditor's Office
Court House
Woodland, CA 95695

By: Robert N. Black
ROBERT N. BLACK, Chairman, Bd. of Supervisors
Group Representative

By: Pete E. Lucas
PETE E. LUCAS, Clerk of the Board
Deputy

Executed at Oakland, California to take effect

as of February 1, 1982

Date November 24, 1981

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: William P. Rose
Authorized Representative, Northern California

HO0311 + 1-82

861 SS P/R MH-C dr3 dep9+ M/R 34.70 KB

8.9.

BOARD OF SUPERVISORS
Yolo County, California

FILE: LIB-15 election
Librarian Section
Consortium Program

TO: County Counsel
Auditor
Libary

missing agreement

ENTRY: #1

EXCERPT OF MINUTE ORDER NO. 81-1069, ITEM NO. 9 OF THE BOARD OF SUPERVISORS MEETING FOR December 8, 1981 AS INDICATED BELOW:

MOTION: Thompson SECOND: DeMars AYES: DeMars, Thompson, Marchand, Cameron, Black

4. Approved and authorized the Chairman to sign Agreement No. 81-317, an amendment to Agreement No. 81-152 with the California Highway Patrol relative to leasing and installation of a Four-Frequency radio.

5. Deferred to later in the day consideration to set policy to reimburse expenses associated with open houses at County offices.

6. Adopted and authorized the Chairman to sign Resolution No. 81-201, initiating proceedings for the Spreckles Sugar Reorganization to the City of Woodland and set December 22, 1981 at 11:00 A.M. as the date and time for a public hearing on said reorganization.

7. Approved and authorized the Chairman to sign Agreement No. 81-318, providing for a new premium schedule and amendments to the service agreement with Kaiser Foundation Health Plan.

8. Directed the County Librarian to close all branch libraries at 5:00 P.M. on December 24 and to adjust the hours open at Davis, Turner, Clarksburg, Esparto Winters and Yolo Branch Libraries on December 24 as requested. Directed the County Librarian to close the Turner Branch Library at 6:00 P.M. on December 31 and adjust the hours open as requested.

9. Approved and authorized the County Librarian to sign Agreement No. 81-319, relative to completion of Phase III of the Librarian Selection Project.

10. Approved Transfer of Funds No. 124 in the amount of $16,400.00 for the General Services Agency.

11. Approved Transfer of Funds No. 130 in the amount of $5,155.00 for the Health Services Agency.

FILED

DEC 10 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Linda M. Cooper
DEPUTY

AGREEMENT NO. 81-320
(Agreement to Provide Psychiatric Hospital Services)

THIS AGREEMENT, made and entered into this first day of July, 1981, by and betwen the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Woodland Memorial Hospital, a non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health to operate a Community Health Program.

2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan."

3. The Yolo County Plan requires MENTAL HEALTH to provide a variety of psychiatric hospital services to certain persons, hereinafter referred to as PATIENTS.

4. MENTAL HEALTH does not possess a full range of in-patient psychiatric required facilities.

5. PROVIDER represents it is licensed by the State of California to operate a hospital offering psychiatric services and operates such a hospital.

6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of services under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this Agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENT: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, and all applicable Community Services Systems Manual requirements, incorporated herein by reference thereto as if fully setout, provide to PATIENTS approved for admission in advance by MENTAL HEALTH, inpatient services, partial hospitalization, including, but not limited to day care, night care, and weekend care. Said advance approval is a condition precedent to COUNTY'S obligation to pay for services rendered a patient unless the COUNTY'S Director of Mental Health subsequently approves admission personally.

b. Designate a representative or representatives for administrative and program affairs.

2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. Approve in advance admission of all PATIENTS for which PROVIDER will seek reimbursement.

3. COUNTY'S DESIGNATED REPRESENTATIVES OBLIGATIONS:

a. Responsibility for this Agreement lies with MENTAL HEALTH'S Director/Program Chief.

b. Director/Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities except on advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records for all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this Agreement.

b. PROVIDER shall make said records available for audit by COUNTY, MENTAL HEALTH, or State Auditors upon the request of MENTAL HEALTH'S representatives. Said request will provide at least one full working day's notice of the impending audit.

c. PROVIDER agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Systems Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money as a result of PROVIDER'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State, or local law, regulations or ordinance made applicable thereby. PROVIDER agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this paragraph.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

b. PROVIDER shall purchase and maintain for the duration of this Agreement malpractice insurance in the amount of $1,000,000/$1,000,000 and Public Liability Insurance in the amount of at least $100,000/$100,000.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this Agreement so long as said modifications do not vary the provisions specifically setout herein, are in writing, and represent a bilateral agreement of MENTAL HEALTH and PROVIDER. Said working protocols shall include as a minimum provision by which patient admission approval is obtained from MENTAL HEALTH; the categories of patients who may be treated hereunder; that admission policies will be in writing and available to the public; that the admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry; provisions stating that PROVIDER shall utilize the Uniform Method Determining Ability to Pay and, when billing patients, the billing and collection guidelines described by the Director of the State Department of Mental Health; the specific detailed list of services PROVIDER will render hereunder; the standards under which services will be rendered; and any role MENTAL HEALTH is to play in review of PROVIDER'S treatment activities.

9. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

b. PROVIDER shall utilize the Uniform Method of Determining Ability to Pay and, when billing patients, the Billing and Collection guidelines prescribed by the Director of the State Department of Mental Health.

c. Audit exceptions of Medi-Cal eligibility may be based on a statistically valid sample size of Short-Doyle/Medi-Cal billings by mode of service, exemplified by, but not limited to: inpatient, partial day, outpatient; for a fiscal year projected across the total of Short-Doyle/Medi-Cal billings by mode of service by PROVIDER.

10. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER for psychiatric hospital services during the term of this Agreement shall be a sum not to exceed ten-thousand dollars ($10,000) as shown on line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 10 b and c, below, for services rendered from the beginning of the term of this Agreement through termination date specified in the notice of termination described in Agreement 14, below. Exhibit "C" shall be the basis for limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that are anticipated PROVIDER will receive from other sources.

b. The costs of rendering the herein described psychiatric hospital services shall be paid by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating service ren-

dered during the preceeding months. Claim will be adjusted by MENTAL HEALTH to reflect any PATIENT not approved by MENTAL HEALTH; amounts paid PROVIDER under Short-Doyle eligibility standards, patient insurance; or grants-in-aid; and such amounts PROVIDER has charged to PATIENTS, but remains uncollected after billing for up to six months after the date the service was rendered;except as modified by operation of herein recited Agreement 10 c. Said claim must be countersigned and approved by MENTAL HEALTH.

c. Subject to audit, payments to PROVIDER shall be adjusted to the lower of actual cost or the contract maximum upon the basis of a cost report submitted by PROVIDER within ninety (90) days of Agreement at the end of the term of the Agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representatives of the PROVIDER'S performance as consistent with this Agreement.

e. State approval of this Agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by an exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

11. AMENDMENTS: Except as provided herein, the body of this Agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or

alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

12. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

PROVIDER:

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California 95695

13. TERM:

a. This Agreement shall commence on execution and terminate on June 30, 1981, unless as otherwise provided herein in Agreement 13 b, c, and e below.

b. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intent, except as provided herein in Agreement 14 c below.

c. Should the funds granted the COUNTY in the 1981-82 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY'S Mental Health Program be terminated by the Board of Supervisors, then the COUNTY may terminate this Agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark

of the notice.

d. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

e. Services have been performed in contemplation of the execution of this Agreement prior thereto. PROVIDER will be compensated therefore under the herein recited terms and conditions.

IN WITNES WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

BY Paula M Cooper
DEPUTY

WOODLAND MEMORIAL HOSPITAL

BY
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY C R Thomson
DIRECTOR/PROGRAM CHIEF

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: Shall be rendered to patients referred to in writing or by phone by MENTAL HEALTH SERVICES.

2. PSYCHIATRIC HOSPITAL SERVICES:

   A. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service, partial hospitalization services such as day care and weekend care, which services shall include the following:

      1. Room and meals.
      2. Services of appropriate staff.
      3. Medicines.
      4. Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician.
      5. All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this Agreement.

   B. The parties served shall consist of the following:

      1. Voluntary patients pursuant to parental, guardian, and/or Court authorization.
      2. Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 500 through 5401, inclusive):

         a. 72-hour evaluation and treatment.
         b. Detention for evaluation and treatment with Court order.
         c. 14-day intensive treatment.
         d. Additional 14-day intensive treatment for suicidal persons.
         e. Detention for evaluation and treatment without Court order (pending conservatorship).
         f. 90-day Post-Certification Treatment of imminently dangerous persons.
         g. Patients referred under Penal Code subsection 1370 and 1026 and Welfare & Institutions Code 6300.

   C. All services provided shall satisfy the standards set forth in Title IX.

3. PHYSICIAN (PSYCHIATRIC) SERVICES:

   A. The services provided shall include:

      1. Initial psychiatric history and physical examination.
      2. Daily patient care and treatment.
      3. Electro-convulsive treatment.
      4. Consultation.
      5. Testimony at habeus corpus and conservatorship hearings.

   B. Physicians will be paid for the services listed in 3A above at the usual and customary rate in the community. For cancelled habeus corpus and conservatorship hearings, physicians will be paid $150.00.

4. PRIORITY FOR COUNTY RESIDENTS:

   A. Patients referred from Yolo County Mental Health Services shall be given first priority before referrals from other counties.

   B. Hospital will transport referrals from Yolo General Hospital to Woodland Memorial Hospital

5. PARTIAL HOSPITAL SERVICES:

   A. Partial hospitalization services as part of the continued care of approved inpatients.

6. REVIEW AND EVALUATION: This contract shall be reviewed by both parties prior to March 1, 1982.

7. County Counsel shall represent physician in habeus corpus and conservatorship hearings if the patient is a Mental Health Services' referred patient.

8. Admission policies will be in writing and available to the public; that the admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry; provisions stating that PROVIDER shall utilize the Uniform Method Determining Ability to Pay and, when billing patients, the billing and collection guidelines described by the Director of the State Department of Mental Health; the specific detailed list of services PROVIDER will render hereunder; the standards under which services will be rendered; and any role MENTAL HEALTH is to play in review of PROVIDER'S treatment activities.

PURPOSE: To establish procedures for hospital providers to admit and to bill for Mental Health Services.

SCOPE: This procedure is applicable to all inpatient psychiatric services providers under the jurisdiction of Yolo County Mental Health Services.

POLICIES AND PROCEDURES:

1. ADMISSIONS:
   a. To qualify for Mental Health Services reimbursement for admission to a hospital, a patient must be admitted or approved for admission by a Mental Health Services Psychiatrist. At Yolo General Hospital admission may be done by the emergency care physician after consultation and approval by a Mental Health Psychiatrist.
   b. The hospital admitting physician must include in the admission documentation the name of the Mental Health Service's psychiatrist who approved the patient as an admission.
   c. It is the hospital's responsibility to screen and to determine the extend and type of fiscal responsibility for a patient.
   d. Hospital will notify Mental Health Services Billing of potential Mental Health patients in their Hospital facility who may require financial screening. This must occur on the first working day after admissions.

2. SHORT-DOYLE INPATIENT PSYCHIATRIC SERVICE ELIGIBILITY: Services listed below are payable with Short-Doyle funds providing the admission of a patient has been approved and deemed Short-Doyle eligible.
   a. Voluntary Treatment.
   b. Involuntary Treatment:
      1) 72-hour evaluation and treatment - W&I Code 5150 and 5170.
      2) 14-day certification for evaluation and treatment.
      3) Additional 14-day intensive treatment for suicidal people.
      4) 90-day post certification treatment of imminently dangerous people.
      5) Treatment of prisoners transferred from jail under Penal Code Section 4011.6
      6) Court commitment of mentally disordered criminal offenders.

3. SERVICES NOT REIMBURSEABLE:
   a. Inpatient detoxification services.
   b. Medi-Cal patients at Woodland Memorial and Sutter Community Hospital.
   c. Involuntary treatment provided to non-qualified patients according to this policy.

4. DETERMINATION OF SHORT-DOYLE ELIGIBILITY AND BILLING: for the Mental Health Services to fund inpatient psychiatric services - the following actions are required:
   a. The patient must be financially screened before leaving the hospital regarding third-party payors such as Medi-Care, insurance, etc. These third party sources of revenue must be billed by Hospital prior to billing Mental Health Services.

b. From Mental Health's UMDAP screening, the patient's Short-Doyle liability will be determined. This liability will be billed to the patient by the Hospital. The liability, however, can be decreased depending upon the amount of the cost of services reimbursed by third party payors.

c. If any cost of service remains after collection from third party payors and patient, the balance will be billed to Mental Health Services.

d. Hospital must have a signed Mental Health referral form on each patient billed to Mental Health for payment.

81 FISCAL YEAR
COUNTY OF YOLO

DATE 11/30/81

PROGRAM BUDGET

EXHIBIT "C"

CONTRACTOR: WOODLAND MEMORIAL HOSPITAL
PROVIDER NO: 5702

SEE REVERSE SIDE

SERVICE TYPE / ITEMS / COST CENTER	05 24-hour 00	10 Partial 00								TOTAL
15 SALARIES & EMP. BENEFIT										
25 OPERATING EXPENSES										
30 EQUIPMENT										
35 TRAVELLING										
40 OTHER										
50 CONTRACTS	9,000	2,000								
55 OTHER COST	9,000	2,000								11,000
60 SUBTOTAL GROSS COST	9,000	2,000								11,000
82 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION										11,000
85 ADJUSTED GROSS COST	9,000	2,000								
69 REVENUES										11,000
70 a. GRANTS										
70 b. PATIENT FEES	1,000									1,000
71 c. PATIENT INSURANCE										
72 d. MEDI-CAL - FEDERAL										
73 e. MEDI-CAL - NON-FEDERAL										
74 f. MEDICARE										
75 g. OTHER										
76 h. DH - FEDERAL FUNDS/YMPO										
77 TOTAL REVENUES	1,000	-0-								1,000
80 NET COST	8,000	2,000								10,000
78 UNITS OF SERVICE	29	44								73
85 COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82	$ 275.86	$ 45.45	$	$	$	$	$	$	$	$

APPROVED BY

FILED

DEC 10 1981

PETE E. LUCAS Clerk of the
BOARD OF SUPERVISORS
BY Clerk to the Board
DEPUTY

AGREEMENT NO. 81-321

(For Certain Mobile Crisis Intervention and Referral Services)

THIS AGREEMENT, made and entered into this 8th day of December, 19 81, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Suicide Prevention of Yolo County, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of State Department of Mental Health, COUNTY has been allocated funding by the State Department of Mental Health to provide a Community Mental Health Program.

2. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the State Mental Health Community Services System Manual by COUNTY'S Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.

3. PROVIDER represents that it can provide the hereinbelow described specific services.

COUNTY is prepared at the time of execution of this Agreement to contract for said services.

PROVIDER is prepared to undertake the obligation to provide said services.

4. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to proceeding with any services hereinabove contemplated.

5. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

6. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described mobile crisis intervention service.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-

inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements,.agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocol, attached hereto as Exhibit "A" and incorporated herein by reference thereto; any special applicable requirements, incorporated herein by reference thereto, provide to clients of the AGENCY upon the referral of AGENCY, the following listed services:

1. Provide mobile crisis intervention services throughout the County of Yolo.

2. Provide individual screening, assessment and referral as necessary.

3. Provide appropriate supervision and staffing for mobile crisis unit.

4. Develop in conjunction with AGENCY an acceptable evaluation methodology and evaluation report prior to June 1, 1982.

5. CASE CONSULTATION AND INFORMATION EXCHANGE: At times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

2. AGENCY'S SERVICE OBLIGATIONS:

a. Clinic Services:

1. Provide PSYCHIATRIC CONSULTATION and back-up CLINICAL SERVICES in accordance with the Working Protocol attached hereto as Exhibit "A" and incorporated herein by reference thereto.

2. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the Agreement.

3. COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements.

b. DESIGNATE a representative or representatives for administrative and program functions.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Mental Health.

b. Director of Mental Health may designate operational representatives from time to time in writing to PROVIDER to perform administration and program functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign its responsibilities hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PROVIDER shall purchase and maintain for the duration of this Agreement: (1) a professional liability policy in the amount of $250,000/$500,000; (2) a vehicular liability policy; and, (3) general liability. Said liability policies shall name COUNTY as a

co-insured party for all purposes related to the services which are the subject of this Agreement; and PROVIDER shall deliver certificates of all insurance policies purchased pursuant to the terms of this Agreement to COUNTY'S herein designated representatives within thirty (30) days of execution of this Agreement. PROVIDER shall further provide AGENCY at least thirty (30) days advance written notice of any intent to change these policies.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein and referenced thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan for crisis intervention; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinical referral; procedures for AGENCY'S staff and designated representatives to obtain access to clients, personnel, or records required to perform their function; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring joint clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referrees other than

AGENCY, that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement; the operational plan for rendering these services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services which are the subject of the Agreement.

8. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information.

9. PAYMENT:

a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY, detailing work performed in the preceeding month, documenting payment of sub-contractor's, and claiming the amount due for the month, and upon the acceptance by the Director of Mental Health Services of the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER per rate schedule shown as Exhibit B herein attached.

b. Upon execution COUNTY shall pay $1500.00 representing an advance on administrative cost.

c. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed Twenty-One Thousand Three Hundred and Ninety-Two Dollars ($21,392).

d. Where a herein recited report, document, and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

e. PROVIDER will not be responsible for cost in excess of total contract amount.

f. Obtainment and maintenance of required licenses for PROVIDER to provide the services which are the subject of this Agreement is a condition precedent to COUNTY'S payment for services rendered in any month in which the licenses are not maintained.

g. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

h. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

i. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

10. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless

made in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.

PROVIDER:	AGENCY
Suicide Prevention	Yolo County Mental Health Services
P. O. Box 622	213 W. Beamer Street
Davis, CA. 95616	Woodland, CA. 95695

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE LUCAS, CLERK
BOARD OF SUPERVISORS

Ruth M Cooper
DEPUTY

SUICIDE PREVENTION OF YOLO COUNTY

BY Lynn Zendes
EXECUTIVE DIRECTOR

MENTAL HEALTH SERVICES

BY C R Thomson
DIRECTOR

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Ruth M Cooper
Deputy

APPROVED AS TO FORM
[illegible] MACK
[illegible]

By Elizabeth A Kelly
[illegible] COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOL FOR MOBILE CRISIS UNIT

The intent of this protocol is to develop a mobile crisis unit to screen and evaluate individuals and families in crises in their homes to avoid unnecessary psychiatric hospitalization.

Suicide Prevention of Yolo County, through a contract with Yolo County Mental Health Services, provides a 24-hour telephone screening of all potential suicidal/crisis calls. Through a network of volunteers who have been through a rigorous training program, telephone screening is available to any individual who calls the Suicide Prevention number any time, day or night. Since Suicide Prevention already has an existing phone crisis network in place, preliminary exploration has indicated that a logical extension might be the provision of face-to-face contact. This way, unnecessary duplication of phone calls and services could be avoided and the interface between Suicide Prevention and Yolo County Mental Health Services would be strengthened by this cooperative venture in services and supervision.

A. Current Program - Suicide Prevention is currently functioning as a 24-hour, 7-day per week crisis phone line staffed by volunteers coordinated by a paid Executive Director. The Executive Director is responsible for scheduling, training, and community involvement and serves as a resource person for clinical issues when need be. Last year, approximately 1500 phone calls were received on the crisis line with approximately 25% of those calls being of the lethal or semi-lethal variety. Currently, back-up is provided by the local clergy and various Mental Health professionals. In December of 1980, a new component was added to Suicide Prevention in the form of a Marriage & Family counseling intern who agreed to do follow-up and short-term counseling on a volunteer basis. This individual takes referrals from the crisis line volunteers and follow-up by phone or face-to-face as needed.

   Suicide Prevention has an active outreach program printing over 5,000 brochures and distributing them around the county. There are frequent speaking engagements, and posters are placed in strategic locations throughout the county. This organization has had excellent community acceptance and remains highly visible as an option for any troubled individual.

B. Statement of Problem - Prior to July 1, 1980, the Yolo County Department of Mental Health had a contract with Woodland Memorial Hospital to provide screening functions for persons having mental health crises during the evening and weekend hours. The contract has expired, and this function is currently being handled by the four psychiatrists employed by Mental Health.

C. Program Description - The Mobile Crisis Unit will be staffed by at least two Mental Health professionals; (M.S.W., or M.A or Ph.D. in Psychology, M.F.C.C. or R.N.) with appropriate crisis intervention experience. Staff will be on standby duty from 5:15 P.M. to 8:15 A.M. during the week and 24 hours day on weekends. The program will be supervised by the Executive Director of Suicide Prevention. The Yolo County Department of Mental Health will designate a program coordinator who will act as a consultant to the supervisor in those areas and on cases which fall under the umbrella of mental health services.

Each on-call staff will carry a beeper in order that they may be reached at any time. A telephone log will be kept by Mobile Crisis Unit staff detailing all incoming calls and the disposition of these calls. Mobile Crisis staff will complete an intake face sheet on all referrals received, describing the incident precipitating the referral, pertinent family history and information as well as recommended follow-up services. Each County work day between 8 and 9 the Mobile Crisis Worker will contact the most appropriate on-duty staff or existing therapist to relay information regarding referrals to insure appropriate follow-up. On weekends and holidays, on-call psychiatrist will be notified if indicated. The functions of the Mobile Crisis Worker will be to:

1. Provide screening and assessment of the crisis;

2. Make a tentative social and mental health diagnosis;

3. Provide crisis counseling when needed, either by telephone or immediate face-to-face contact;

4. Contact psychiatrist on call for back-up, medication, or any potential hospitalization;

5. Provide consultation to the appropriate Mental Health staff person regarding any crisis response activity.

Referrals to the Mobile Crisis system will come from local governmental agencies, the community, Suicide Prevention phone program, local law enforcement, self-referral, and hospital emergency rooms. Emergency response staff shall adhere to the following guidelines in responding to referrals:

1. Mobile Crisis Team Workers shall respond in person when:

   a. Hospital emergency room staff request interviewing of patient and/or consultation with medical staff;

   b. Referrals where there is an indication patient will harm him/her self or others;

   c. There is reason to believe an individual is gravely disabled;

   d. Law enforcement requests that a Mobile Crisis Worker accompany them on a call;

   e. Hospital admission for an adult is being considered, or the possibility of avoiding a hospital admission exists.

2. Mobile Crisis Staff shall make crisis referrals to law enforcement for crisis services when:

   a. A crime is being committed;

   b. There is an uncontrollably violent family dispute;

   c. The referral involves unattended or abandoned children;

   d. Mobile Crisis Staff is concerned about potential for violence or for physical safety.

3. Mobile Crisis Staff shall make referrals to the Mental Health Psychiatrist on call when:

   a. Medication is needed;

   b. An acute suicidal state is present, consultation is available;

   c. Hospital admission is possibly indicated.

   When two referrals require an immediate response, the Mobile Crisis staff shall contact the psychiatrist on call to provide the appropriate mental health services to the most seriously disturbed individual.

D. Phone Procedure - It is assumed that many crisis calls can be handled by telephone intervention. If in the judgment of the Mobile Crisis Worker this is a satisfactory intervention, no home visit will be required. Mobile Crisis staff will be paid for calls over 15 minutes.

E. Intervention Time - It is assumed that the Mobile Crisis Worker will be involved until some tentataive resolution of the crisis is obtained. Normal crisis visits are ancticipated to last between 1 and 2 hours. Any visit over three hours will need justification and/or authorization from the supervisor.

F. Staffing/Supervision - The program shall be staffed by appropriate Mental Health professionals. Yolo County Mental Health shall designate the on-call psychiatrist who shall be available to provide consultation as well as medical back-up when appropriate. This schedule will be available to Crisis Team through Mental Health Services.

   The primary responsibility for the supervision of the staff and program shall be assigned to the Executive Director of Suicide Prevention with Mental Health Services providing consultation as needed.

G. Evaluation - Mental Health Services will evaluate the Community Mobile Crisis Unit prior to next fiscal year to determine its effectiveness, response time and community reception. In addition to numbers of calls, geographic area, type of situation, measurements for evaluation will include whether the service has: 1/ adequately handled situations that normally would have gone to Yolo General Hospital; and, 2/ found benefits by treating patient in community versus hospital. This evaluation will be done jointly by the staff of the Department of Mental Health and the Suicide Prevention Board of Directors. Within 90 days of execution of contract a protocol for evaluation will be developed.

H. Administration - The Administrator or designated representative shall attend weekly clinical conferences as prescribed by the Mental Health Director or designee in conjunction with Agency administrative designee, to develop an annual program budget, policies and procedures prior to Fiscal Year 1982-83.

I. Records - Records of County patients, in mobile crisis program, shall be provided Suicide Prevention upon written request. Records of the Suicide Prevention, including monthly information and other information developed and approved by the County, will be forwarded as requested by the Director of Mental Health or his designees.

J. Referral of Patients - Provider may refer patients to other appropriate agencies if it necessary and beneficial. The County shall not assume the cost of these referrals unless it is authorized by the Mental Health Director or his designee(s).

K. Affirmative Action/Discrimination. Suicide Prevention will not employ discriminating practice on the basis of race, handicap, color, sex, marital status, affiliation preference, religion, national origin or ancestory in accepting referrals from the County or referring patients to other agencies. In addition, Suicide Prevention will not use non-adverse forms of discrimination in employment of personnel to staff the "Mobile Crisis" program.

EXHIBIT "B"

RATE SCHEDULE

ITEM	RATE
1. Stand-By	$1.50 Per Hour

Stand-by hours include (military time):
a. 1715 to 2400 Monday, Tuesday, Wednesday, Thursday, Friday;
b. 2400 to 815 Tuesday, Wednesday, Thursday, Monday;
c. 000 to 2400 Saturday, Sunday, Holidays;
d. Stand-by pay will be paid when on-call time is claimed in lieu of mileage, holidays are official County holidays or days declared by Governor and Board of Supervisors as holidays.

2. On-Call	$16.00 Per Hour

a. Minimum rate is for 1½ hours or $24.00;
b. Payment for calls exceeding 3 hours must be reviewed and approved by both Executive Director of Suicide Prevention and designated representative of Yolo County Mental Health Services;
c. On-call time shall be portal-to-portal calculations;
d. Hours and a portion of hours shall be calculated in 15 minute intervals.

3. Administration	$3,300

Administration shall include:
a. Executive Director administration;
b. Report time to requested clinical and information sharing conferences of the Service;
c. Recruitment and training of staff;
d. Insurance;
e. Purchase or rental of equipment and supplies;
f. Phones and calls;
g. Maintenance of records.

4. Telephone Consultation to Patients	$5.00 Per 1/2 Hour

a. Call must be directly with patient;
b. Call must be over 15 minutes;
c. Call payment in excess of one hour must be reviewed and approved by Executive Director of Suicide Prevention and designated representative of Yolo County Mental Health Services.

MODIFICATION

AGREEMENT NO. 81-322

REQUEST FOR MODIFICATION TO CONTRACT # 81-1 REQUEST DATE 11-5-81

CETA TITLE: IV YCCIP CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: City of Winters MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 350.00 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To extend the length of the contract through January 7, 1982 and to modify the operating budget to provide for supportive services to the participant. This increases the contract amount by $350.00.

FILED

DEC 14 1981

PETE B. LUCAS, CLERK OF THE BOARD
BY Anna M. Galvin
DEPUTY

MODIFICATION

The attached operating budget supercedes all prior budget agreements. Participant wages and fringe benefits will be paid through the Manpower Agency.

$17,150
New grant total and fixed price

Signature of program operator

11/17/81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert N Blank
Signature of Authorized Officer

DEC 8 1981
Date

October 1, 1980
Effective date of modification

General Narrative
YCCIP Contract Modification
City of Winters

The basic intent of the original proposal is not being changed. It will still address the development of basic construction skills in the work crew. The intent of this modification is to extend the timeline to January 7, 1982.

It is understood that there are to be expenditures from October 1, 1981 through January 8, 1982 for supportive services to the participants only. No monies from this subgrant will be used to pay for staff salaries, materials or any other non-supportive service costs. Supervision will be provided for the work crew at no expense to this subgrant.

There will be a work crew maintained over the next three and half months of up to five youth working at 75 percent time, that is, up to six hours per day. This allows for closer supervision.

After two months, the project will be reviewed to see if there are sufficient funds and work to continue. If there are not sufficient funds or work, then the project will end and the participants will be placed in a Job Search Workshop activity. The project will then continue until mid-December, when the youth will be placed in a Job Search Workshop activity.

The youth will be employed to do basic construction on the interior of the Community Center building and to complete the landscaping of the grounds around the Community Center as originally planned. It is anticipated that there may or may not be opportunities to work on the City Hall or Pat McGarr Fire Station Facilities.

The payment of the participants wages and fringe benefits will continue to be processed by the Manpower Agency.

AGREEMENT NO. 81-323

FILED

DEC 29 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

MEMORANDUM OF UNDERSTANDING

between

YOLO COUNTY RESOURCE CONSERVATION DISTRICT

and

THE COUNTY OF YOLO

This MEMORANDUM OF UNDERSTANDING is entered into this 17TH day of NOVEMBER, 1981, by and between the YOLO COUNTY RESOURCE CONSERVATION DISTRICT (hereinafter referred to as the "District") and the COUNTY OF YOLO (hereinafter referred to as "County"), both being legal subdivisions of the State of California.

WHEREAS, the District has entered into a Memorandum of Understanding, and its supplements, with the U.S. Department of Agriculture, Soil Conservation Service, establishing a basis for an enduring cooperative working arrangement in carrying out planned programs of erosion, sediment, water, and wastewater controls for the improvement and conservation of all environmental resources and administration of conservation activities and natural resource management; and

WHEREAS, there is an increasing need for comprehensive information, especially related to natural resources, for General Plan Amendments, Zoning Applications and other permit considerations to assure compliance with the California Environmental Quality Act; and

WHEREAS, the District has assisted the County on a regular basis by providing basic resource information, assistance in the development of the proposed County Drainage Ordinance, Interim Mining Ordinance, and County Reclamation Ordinance; the District has reviewed and provided comments and recommendations for Negative Declarations, Parcel Maps, General Plan Amendments, Zone Changes, Use Permits, and Environmental Impact Reports; the District is represented and provides information through its representative on the Yolo County Water Resources Board and provided a report concerning improvement of Irrigation Water Management; the District assisted with reclamation projects involving solid, liquid and land fill sites; the District applied for federal funds through Public Law 566 to relieve flooding problems in three major watersheds; the District benefited the County by providing assistance to the County in education and information, and has improved Yolo County Wildlife population through the District's Wildlife Habitat Improvement Program; and the District has benefited the County through its support of the Open Space and Conservation Element of the County's General Plan through the District's program of assistance to groups and private landowners in Yolo County; and

WHEREAS, the District and County share certain common objectives in the conservation of the total environment and in the wise and orderly development of land, water, and all natural resources; and

WHEREAS, there are compatible objectives and interests of the District and County, these parties hereby establish a basis for mutual cooperation and assistance;

NOW, THEREFORE, in consideration of these premises, the parties hereto do agree with each other as follows:

I. THE DISTRICT, UPON REQUEST FROM COUNTY, WITHIN THE LIMITS OF ITS AUTHORITY, AND TO THE EXTENT IT IS ABLE, AGREES TO:

A. Provide assistance to County upon request to the District and according to District procedures and priorities and to the extent such assistance is available.

B. Provide to County, assistance and information related to land use and development consistent with the conservation of soil, water, and related resources in connection with projects undertaken or controlled by County and within the District.

C. As requested by County, review subdivision proposals and development plans to comment on and identify potential conservation problems and recommend alternative measures necessary to alleviate them.

D. Provide County with comments and recommendations regarding conservation and erosion control for County projects, such as road improvements and flood control.

E. Review and make comments on Environmental Impact Reports and Environmental Review questionnaires.

F. Assist County with the identification of prime and important farmland, areas of environmental concern, important wildlife habitat areas, and problem areas.

G. Review and make comments regarding existing and proposed County ordinances affecting the conservation of soil and water conservation resources.

H. As requested, will provide a District representative who will assist committees, boards, and commissions.

I. Will provide County with written material on erosion/sediment control and other pertinent topics for general conservation education to landowners, developers, and others.

J. Provide information and assistance in developing design criteria, specifications and construction procedures for soil and water conservation measures.

K. Prepare and submit to County on a calendar yearly basis, a report summarizing the technical assistance provided to County for the previous year.

L. Submit to County for review and comment, all District policy recommendations in the area of water quality that affects County activities.

M. Submit to County for review and comment, the District's Annual Work Plan.

II. WITHIN THE LIMITS OF ITS AUTHORITY, AND TO THE EXTENT IT IS ABLE, COUNTY WILL:

A. Request and consider the recommendations of information submitted to County by the District pursuant to Section I.

B. Identify those officials authorized to request services from the District, and establish those internal County procedures necessary to ensure that District services are requested in a timely manner and consistent with District procedures and priorities.

C. Provide for direct involvement, as may be requested by the District, in the development of proposals and plans that affect the conservation of soil, water, and related resources through County commissions, boards, and committees.

D. Assist and cooperate with the District's information and education program designed to make the public aware of the need for proper use, conservation and development of natural resources.

III. IT IS MUTUALLY AGREED THAT:

A. Representatives of the District, County, and the U.S. Soil Conservation Service will meet periodically, but at least bi-annually, to review and coordinate their individual programs to reflect Sections I and II of this Memorandum of Understanding.

B. County will designate a staff member to coordinate the County's technical program with the District.

C. The District will designate a staff member to coordinate the District's technical program with County.

D. This Memorandum may be amended by mutual consent of the parties hereto or be terminated by either party by giving thirty (30) days prior written notice of the other party.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the day, month, and year first written above.

Date 11-17-81

YOLO COUNTY RESOURCES CONSERVATION DISTRICT

By Robert B Mosh

Title President

Date 12-8-81

COUNTY OF YOLO

By Robert N Black

Title Chairman, Board of Supervisors

Approved as to form:

County Counsel

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By Pauline M Cooper
Deputy

BK

STANDARD AGREEMENT — APPROVED AS TO LEGAL FORM BY ATTORNEY

STATE OF CALIFORNIA
STD. 213 (REV. 6-72)

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SERV.
- ☐ CONTROLLER

THIS AGREEMENT, made and entered into this 16th day of November, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Agreement No. 81-324

PC 807

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	Employment Development Department, California State Office of Economic Opportunity	8200-0821-08

hereinafter called the State, or CSOEO and

Economic Opportunity Commission of Yolo County, Inc.

(hereinafter called the Contractor or Grantee)

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this grant agreement desire, persuant to Title XXVI of Public Law 97-35, the Low-Income Home Energy Assistance Act of 1981, to provide Energy Crisis Intervention Program (ECIP) assistance to eligible participants throughout the State; and

WHEREAS, the emergency funds will be provided to eligible participants who certify that they have a weather related need for heating and/or cooling; and

WHEREAS, the funds will be used for weather related and supply shortage emergencies;

NOW THEREFORE, the parties hereby agree as follows:

JAN 27 1982
PETTIE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
DEPUTY

JAN 1982
RECEIVED
EOCYC, INC.
WOODLAND, CA.

APPROVED 1-13-82

(continued on page 00695

The provisions on page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Economic Opportunity Commission of Yolo County, Inc
BY (AUTHORIZED SIGNATURE): for Director - CSOEO	BY (AUTHORIZED SIGNATURE): Audrey J. Smith
TITLE:	TITLE: Executive Director
	ADDRESS: 442 College Street, Woodland, CA 95695

Department of General Services Use ONLY

FORM | POLICY | BUDGET

Department of General Services
APPROVED
JAN 20 1982
BY
Ass't. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 25,000	510-001-001 D		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$		819	81	81-82
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	LIHEAP			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	80782-701			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: DATE: 1-8-82

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1301 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER APPROVING ON BEHALF OF THE AGENCY: DATE: 1-8-82

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. Grant Duration

A. The total amount payable by CSOKO to Grantee shall not exceed $25,000, as specified in the budget attached hereto as Attachment A and incorporated herein by reference.

B. The term of this Agreement shall be from December 1, 1981 through March 31, 1982. In the event that the State receives additional Federal grant funds, an amendment may be executed to increase the amount and duration of this grant.

C. This agreement may be terminated by either party upon 30 days written notice and may be amended as agreed in writing by both parties. In such event, Grantee shall be paid for its actual allowable costs in accordance with the terms of this Agreement up to the time the termination notice becomes effective.

9. Budget Guidelines

A. In carrying out the intent of this program reasonable and necessary costs, as determined by the State, shall be considered eligible for payment. Costs of the Grantee will be eligible for reimbursement only to the extent that they are affected by this Grant.

A review of Grantee program operations will be made prior to the end of the fourth month of the grant period; this and subsequent reviews, will determine the Grantee's demonstrated ability to expend all available funds. An adjustment in the grant funding may be made as a result of the State's reviews.

B. Grantee shall be reimbursed under the following standards.

1. Direct Benefits

Actual expenses incurred exclusively and specifically in assisting clients for such items as:

a. Disbursements to eligible households (see Attachment B, Definitions, incorporated herein by reference).

b. Space heaters.

c. Firewood allowance.

d. Energy repairs to heating and cooling units.

2. Direct Program Service Costs

Costs incurred which are directly attributable to the conduct of this grant, and which are reasonable and necessary as determined by the State, for the purpose of delivering direct benefits. Examples of allowable direct program service costs are:

a. Pro-rata office space, utilities, equipment rental, and supplies specifically required to carry out the intent of this grant.

b. Personal and operating expenses directly related to the delivery of grant services to clients.

c. Planning, advocacy, energy conservation education, community mobilization, and home energy assistance outreach. Before such activities are initiated by Grantee, Grantee must submit a workplan to the State for approval delineating proposed activities.

3. Administrative Overhead

Administrative Overhead in accordance with the budget line item "Administrative Overhead" (see Attachment A), will be reimbursed on the basis of actual costs which are reasonable and necessary, not to exceed 2.5% of actual Direct Benefits, i.e., accounting services required to satisfactorily maintain necessary fiscal records and meet program and fiscal reporting requirements.

C. Advances

Grantee may request an initial advance payment of _____, an amount not exceeding its estimated costs for performance during the first two months of this Agreement. The initial advance to the Grantee shall be limited to the minimum amounts needed for the initial two months and shall be limited to be in accord only with the actual, immediate cash requirements of Grantee in carrying out the purpose of this Agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Grantee for authorized costs under this Agreement as set forth in Attachment A. Advances will be liquidated at the discretion of CSOEO.

D. Progress Payments

Grantee will invoice the State monthly for actual program expenditures made during the prior 30 day period. Such reimbursement requests will be subject to a 10% retention of Administrative Overhead and Direct Program Service Costs by the State, which will be paid to the grantee upon upon satisfactory completion of the grant.

10. Grantee Agrees to the Following Provisions

A. Outreach

Conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or handicapped individuals, or both, are made aware of the assistance available under this Grant.

B. Coordination

Refer potentially eligible ECIP clients to any local energy conservation or weatherization programs operated by the Grantee or any other

community-based organization. Coordinate its activities under this Grant with similar and related programs administered by the Federal Government and the State.

C. Priority

Provide, in a manner consistent with the efficient and timely payment of benefits, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs in relation to income, taking into account family size.

D. Applicant Eligibility

Assure that no household will be eligible for home energy assistance under this Grant unless it has an income at or below 130% of the March 1981 Office of Management and Budget (OMB) Poverty Guidelines as set forth below.

130% of Povery Guidelines

Persons in Household	Annual Income
1	5,603
2	7,397
3	9,191
4	10,985
5	12,779
6	14,573

For family units with more than six members, add $1,794 to the annual income of the family unit for each additional family member.

Grantee shall provide Energy Crisis Intervention Program benefits in the form of payments on behalf of the eligible applicant for the following: Current utility bills, delinquent utility bills, connect fees on new energy accounts, involuntary energy service terminations. Priority will be given to the elderly, disabled, and/or handicapped with medical certification or who receive the medical lifeline utility rate. Others with priority include Native Americans, migrants and persons with limited English-speaking proficiency. Those applicants who can certify the existence of an energy related emergency, may also be eligible for emergency payments. Emergency payments may be made directly to the utility suppliers by the Grantee, provided it is requested by the applicant in writing. Such stipulation shall be retained for audit purposes.

Eligibility is met when the applicant's household has been determined to be ECIP qualified and proof of a life-threatening or energy-related emergency exists. Conditions for such proof include any one of the following:

1. Proof of utility shutoff notice.

2. Proof of energy termination.

3. Insufficient funds to establish a new energy account after energy service has been involuntarily terminated.

4. Insufficient funds to pay a current or delinquent utility bill. The delinquent bill must have a prior balance of at least one month.

No service provided under ECIP may exceed $200.00 for any eligible household.

Grantee shall ensure that the participants reside in the targeted area outlined in Attachment E, Designated Area, attached hereto and incorporated herein by reference.

Grantee shall have available Fair Hearing Forms and shall provide said forms to applicants who are denied benefits and request a Fair Hearing. A sample of the form to be used is identified as Attachment F, attached hereto and incorporated by reference.

E. Equitable Treatment for Owners and Renters

Assure that owners and renters shall be treated equitably under ECIP.

F. Limitation On Use of Funds for Construction

Assure that Grant funds shall not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

G. Reporting and Record Requirements

1. Submit monthly invoices using CSOEO Form #53C, Monthly Report of Expenditures, which is attached hereto as Attachment C, and is incorporated herein by reference. Forms will be supplied to Grantee by CSOEO.

   This report is due no later than the 5th day of the month following the month being reported, but preferably as soon after the first day as possible.

   Final reimbursement will be contingent upon receipt of Grantee's close-out package.

   Grantee shall be held responsible for all equipment, materials, supplies or property of a nonconsumable nature purchased with funds under this Grant. Final reimbursement shall be contingent upon equipment, etc., being returned to CSOEO or reimbursement of loss, theft, or damage to equipment being made to CSOEO.

2. The Energy Crisis Intervention Program Monthly Activity Report (CSOEO Form #62) which is attached hereto as Attachment D and is incorporated herein by reference, is due on the fifth day of each month. This report shall be used by Grantee to quantify all activities associated with this Grant, i.e., outreach activities, other program services, intake activities, and groups served.

   The Grantee shall ensure the timely completion and submission of Monthly Activity Reports.

3. Reimbursement of expenditures by the State are contingent upon submittal of both the Monthly Report of Expenditures (see Attachment C), and the Monthly Activity Report (see Attachment D).

II. General Provisions

A. Right to Monitor and Audit

Representatives of the State, Secretary of Health and Human Services, and the Comptroller General of United States, shall have the right to monitor and evaluate assistance under this Agreement through on-site inspections or through other means, in order to ensure the effective provision of assistance for households of low-income persons. They shall also have access to Grantee's books, documents, papers, information and records of any assistance performed under this Agreement for the purpose of audit and examination.

Programmatic and financial records shall be maintained for a period of three years following the completion of this Agreement.

B. Final Audit Report

The Grantee shall submit to CSOEO within one (1) year after the termination of this Agreement three copies of an audit report (including financial statements and management letters).

Non-public Grantees shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public grantees and their delegate agencies may be surveyed and audited by public auditors such as city, county, or State audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payments.

The State reserves the right to review service levels and billing procedures as they affect charges against this Agreement.

Grantee shall provide necessary facilities and support services to effectively execute the terms of this Agreement.

Grantees shall maintain confidentiality of any information obtained through application forms and interviews. Without the permission of CSOEO, Grantees shall divulge such information only as necessary for the performance or evaluation of this contract and then only to persons having responsibilities under this contract.

C. Discrimination

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this Grant. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

D. Provisions for Federally Funded Grants

1. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States government for the fiscal year 1981-82 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.

2. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds. In the event that the Grant is not amended to reflect such reduction of federal funds by January 1, 1982, this Grant shall be invalid as of that date and the State shall have no further liability to pay any funds whatsoever to the Grantee, or to furnish any other considerations under this Grant and the Grantee shall not be obligated to perform any provisions of this Grant.

3. The State has the option to void the Grant under the 30-day cancellation clause or to amend the Grant to reflect any reduction of funds.

Economic Opportunity Commission
Yolo County, Inc.
Grantee's Name

ATTACHMENT A

Budget

December 1, 1981 through March 31, 1982

Direct Benefits	$ 19,575
Direct Program Services Cost (Reasonable and necessary costs as related to Direct Benefits.)	$ 5,000
Administrative Overhead (Reasonable and necessary Cost not to exceed 2.5% of Direct Benefits.)	$ 475
Budget Total	$ 25,000

ATTACHMENT B

Title XXVI - Low-Income Home Energy Assistance Act of 1981 Definitions (partial restatement)

(1) The term "energy crisis intervention" means weather-related and supply shortage emergencies.

(2)(A) The term "household" means all individuals who occupy a housing unit.

(B) For purposes of subparagraph (A), 1 or more rooms shall be treated as a housing unit when occupied as a separate living quarters.

(3) The term "home energy" means a source of heating or cooling in residential dwellings.

(4) The term "poverty level" means, with respect to a household in any State, the income poverty guidelines for the nonfarm population of the United States as prescribed by the Office of Management and Budget.

CSOEO Form #53B

ATTACHMENT C

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
MONTHLY REPORT OF EXPENDITURES

Low Income Household Energy Assistance Program

INVOICE PREPARATION DATE

807
PROJECT CODE

8200-
CONTRACT NUMBER

REPORT MONTH AND YEAR

TO: CSOEO
1600 Ninth Street
Room 340
Sacramento, CA 95814

FROM:

COST CATEGORY	BUDGET	EXPENDITURES		BALANCE
		REPORT MONTH	TOTAL TO DATE	
Direct Payments				
Direct Program Services				
Administrative Overhead				
TOTAL				

FINANCIAL STATEMENT CERTIFICATION:

Amounts claimed on this report constitute allowable costs in accordance with the terms of the contract.

Prepared by

Typed Name and Title

Authorized Signature

Typed Name and Title

DO NOT WRITE BELOW THIS LINE. CSOEO USE ONLY

$
Advance Received

$
Advance Liquidated

$
Amount Withheld

Approved For Payment By CSOEO:

ASD Authorized Signature

Report Month Total	Total Withheld	Net Payment

ATTACHMENT D

CSOEO Form #62	MONTHLY ACTIVITY REPORT	Submittal Month: _____

The Grantee shall maintain records to support the accumulated data requested on this for monitoring purposes by the State.

I. OUTREACH: GRANTEES NAME: _____

A. Information requests: Group; Month _____; YTD _____

Individual; Month _____; YTD _____

Describe Requests: _____

_____

B. Presentations given: Group; Month _____; YTD _____

Individual; Month _____; YTD _____

Describe Presentation: _____

_____

C. Describe media activities: _____

_____

II. OTHER PROGRAM SERVICES: Describe agencies involvement in the following activities: (quantify where possible, i.e., number served, organizations contacted, leaflets distribution, etc.)

A. Planning: _____

_____

B. Advocacy: _____

_____

C. Energy Conservation: _____

_____

D. Community Mobilization: _____

_____

E. Home Energy Assistance Outreach: _____

_____

(Continued on Page 13)

ATTACHMENT D

CSOEO Form #62	MONTHLY ACTIVITY REPORT	Submittal Month: _____

III. INTAKE ACTIVITIES: GRANTEES NAME: _____

	Month	Year to Date
A. # of Applications Received		
B. # of Applications Certified Eligible		
C. # of Applications determined not eligible		
D. # of Fair Hearing forms distributed		
E. # of eligible applicants awaiting payment		
F. # of eligible applicants who have received benefits		

IV. GROUPS SERVED:

	APPLICANTS				ELIGIBLE APPLICANTS			
	House-holds	Male	Female	# Family Members	House-holds	Male	Female	# Family Members
ELDERLY								
DISABLED								
NATIVE AMERICANS								
MIGRANTS								
LIMITED ENGLISH SPEAKING								
TOTAL								

_____ Prepared By

_____ Typed Name and Title

_____ Authorized Signature

_____ Typed Name and Title

Grantee's Name

ATTACHMENT E

Designated Area

BK

AGREEMENT NO. 81-325

AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

FILED

JAN 29 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of above public agency, hereinafter referred to as Public Agency, having entered into a contract under date of November 5, 1959, effective January 1, 1960, and as amended effective January 1, 1961, February 1, 1964, January 1, 1971, November 1, 1973, December 1, 1975, January 1, 1977, June 21, 1978, December 2, 1979 and January 25, 1981, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective January 25, 1981, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous and age 55 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except such as by express provisions thereof apply only on the election of contracting agencies.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. County Peace Officers (included as local safety members);

   b. Employees other than local safety members (herein referred to as local miscellaneous members).

   In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   NO ADDITIONAL EXCLUSIONS

4. After November 1, 1973 and prior to January 1; 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 supersedes this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975.

5. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 60).

6. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.5 for members who elected to stay on this formula effective January 1, 1971 (1-1/4% at age 60).

7. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.6 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 55).

8. Paragraph 7 shall not apply to those local County Peace Officers who elected to continue under the provisions of Section 21252.1 within 90 days of the amendment to contract dated January 25, 1981.

9. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

   a. Section 20952.5 (Age 50 voluntary retirement) for local safety members only.

   b. Section 20970.3 (Military service credit) as defined in Chapter 1437, Statutes of 1974.

   c. Section 21222.6 (Special 15% increase for certain local miscellaneous members).

   d. Section 20983.6 (Waiver of age 70 retirement) for local miscellaneous members only.

   e. Section 21222.85 (Special 7%-15% increase to pre-1-1-74 retirees).

   f. Section 21222.86 (Special 1%-7% increase to pre-7-1-74 retirees).

   g. Section 20024.2 (One-year final compensation), for local miscellaneous members only.

   h. Section 20862.8 (Unused sick leave credit), for local miscellaneous members only.

10. Public Agency, in accordance with Section 20740, Government Code, ceased to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective on December 1, 1975. Accumulated contributions of Public Agency as of the aforementioned date shall be fixed and determined as provided in Section 20759, Government Code, and accumulated contributions as of the aforementioned date and contributions thereafter made shall be held by the Board as provided in Section 20759, Government Code.

11. Public Agency shall contribute to said Retirement System as follows:

a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:

(1) 1.219 percent until June 30, 2000 on account of the liability for prior service benefits.

(2) 12.241 percent on account of the liability for current service benefits.

b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:

(1) 1.574 percent until June 30, 2000 on account of the liability for prior service benefits.

(2) 10.504 percent on account of the liability for current service benefits.

c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper

adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.

B. This amendment shall be attached to said contract and shall be effective on the 27th day of December, 19 81

Witness our hands the 15th day of December, 19 81

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY Carl J. Hoehinger
Carl J. Hoehinger, Executive Officer

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY Robert N. Black
Presiding Officer Chairman

Approved as to form:

Cynthia G. Besemer 11/6/81
Cynthia G. Besemer, Legal Office, Date

Attest: PETE E. LUCAS, Clerk of the Board of Supervisors

Clerk deputy

PERS CON-702

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Deputy

FILED

DEC 16 1981

PETER J. CARR, CLERK OF THE BOARD
By [signature] DEPUTY

APPROVED AS TO FORM
COUNTY COUNSEL
By [signature]
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-326
(Guardian of Yolo County Airport)

THIS AGREEMENT, made and entered into this 15th day of December, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California and Richard A. Elmore (herein referred to as "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent surveillance for the Yolo County Airport;

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:
   A. To serve in the capacity as watchman and provide surveillance of the Yolo County Airport.
   B. To inform all users if infractions of County Airport rules and regulations occur or are suspected, and if necessary, report infractions by users to the appropriate enforcement authority.
   C. To perform such other duties as may be necessary to maintain a safe airport.
   D. Provide and maintain at his/her own expense a mobile home on the location specified by the Airport Director.
   E. To provide and maintain at his own expense a motor vehicle.
   F. To patrol the entire airport at least once each night.
   G. To defend, indemnify, and hold COUNTY harmless for all claims, liability or loss resulting from CONTRACTOR's care, ownership, maintenance, or use of said motor vehicle on COUNTY's property.
   H. To provide information to and answer questions from users of the Yolo County Airport.

2. COUNTY agrees:

A. To furnish CONTRACTOR with one mobile home space, and to provide water, electricity and telephone service (excluding personal long distance calls) for the mobile home placed thereon by CONTRACTOR.

B. One airplane tiedown to be used for his/her personal airplane.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void. Any waiver by COUNTY or any consent to an assignment given by COUNTY for any assignment shall not be construed as a waiver or consent to any other assignment.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as a final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 15th day of December, 1981 and shall terminate on the 15th day of December, 1983. This agreement may be terminated by either party hereto by a sixty (60) day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California:

Robert N Black

CHAIRMAN OF THE BOARD OF SUPERVISORS

PETE E. LUCAS, Clerk of the Board of Supervisors

ATTEST:

BY Louise M Cooper deputy

(SEAL)

CONTRACTOR:

R E Dunn

FILED

DEC 18 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-327

(For Certain Social and Rehabilitation Services)

THIS AGREEMENT, made and entered into this 1st day of July, 1981, by and between the County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY, and Sheltered Workshop, Inc., a private non-profit corporation, hereinafter referred to as WORKSHOP.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.
2. COUNTY's responsibilities with respect to the SYSTEM and the funds allocated to it are carried out by COUNTY's Health Systems Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain social and rehabilitation services hereinbelow described. WORKSHOP is prepared to undertake the obligation to provide said services.
4. WORKSHOP and COUNTY, therefore, wish to enter into a contract for the herein described social and rehabilitation services.

AGREEMENTS: COUNTY, in consideration of WORKSHOP's promises contained in hereinafter recited agreements, and WORKSHOP in consideration of COUNTY's promises contained hereinafter recited agreements, agree:

1. WORKSHOP'S SERVICE OBLIGATIONS:

a. In accordance with applicable State Department of Mental Health Bates Act requirements, provide to the clients of the SYSTEM, upon the written referral of AGENCY, following prevocational and vocational social and rehabilitation services:

1) WORK ACTIVITY CENTER

WORK ADJUSTMENT

WORK EXPERIENCE

WORK EVALUATION

2) CASE CONSULTATION AND INFORMATION EXCHANGE:

Participating in the treatment planning process under the leadership of AGENCY's herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

b. WORKSHOP will develop and institute an Equal Employment Opportunity Program Plan designed to insure that staff of WORKSHOP reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the communities the WORKSHOP serves.

c. WORKSHOP will insure that its admission policies will be in writing and available to the public. Said admissions policies will state that clients are accepted for service without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry. WORKSHOP reserves the right to accept referrals for service on the basis of consistency with incorporated purpose, program, and service capabilities.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate WORKSHOP's contribution to the SYSTEM operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Mental Health.

//

b. CASE MANAGEMENT: Provide case management services.

c. CLINICAL SERVICES:

1) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM.

2) Provide CRISIS INTERVENTION and PSYCHIATRIC consultation and back-up services.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY's Director of Mental Health.

b. Director of Mental Health may designate representatives from time to time in writing to perform liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. WORKSHOP may not assign or sub-contract its responsibilities hereunder.

5 RECORDS:

a. WORKSHOP shall for the latter of four (4) years or completion of State audit maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

b. WORKSHOP shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY's designated representatives. Said request will provide at least three (3) full working days notice of the impending audit. Such audits shall take place during normal business days and hours and all WORKSHOP's records shall remain in WORKSHOP's custody. State, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of WORKSHOP which pertain to services performed and deter-

mination of amounts payable hereunder.

c. WORKSHOP agrees to hold COUNTY harmless from any claim or liability, including costs and attorney's fees, arising from audit exceptions taken by audit agency based upon Chapter 9 of the Community Services Systems Manual. This shall include, but is not limited to: (1) any order that County pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money; as a result of WORKSHOP's actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto or with any Federal, State, or local laws, regulations, or ordinances made applicable hereby. WORKSHOP agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that WORKSHOP is an independent contractor and is not subject to the direction and control of COUNTY except as to final results. WORKSHOP shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. WORKSHOP agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

a. WORKSHOP agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from WORKSHOP's performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, WORKSHOP shall purchase and maintain

for the duration of this Agreement, Public liability insurance in the amount of at least $300,000/$300,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. EQUAL OPPORTUNITY IN EMPLOYMENT: WORKSHOP will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accomodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse forms of discrimination collectively known in common parlance as "Affirmative Action," as sanctioned and authorized by State and Federal statutes and regulations and Court decisions.

9. COMPLIANCE WITH CODE:

a. WORKSHOP agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

b. WORKSHOP shall abide by COUNTY's determination, utilizing the uniform method of determining ability to pay an, when billing patients, the Billing and Collection guidelines prescribed by the Director of the State Department of Mental Health, of financial eligibility and liability.

10. PAYMENT:

a. Within 30 calendar days from COUNTY's receipt of a claim detailed work performed in the preceeding month by service element, COUNTY will pay WORKSHOP WORKSHOP's prevailing rates per client day for services rendered in accordance with the program element budget

attached as Exhibit "A", and rate schedule attached as Exhibit "B" and incorporated herein by reference thereto.

b. The maximum total payment to Workshop under the terms of this Agreement will not exceed the lesser of the cost of operating the services which are the subject of this Agreement or TWO THOUSAND DOLLARS ($ 2 ,000). The accumulation of monthly payments made by COUNTY to WORKSHOP will be reconciled to WORKSHOP operating costs by WORKSHOP by vehicle of a cost report to AGENCY within ninety (90) days of the close of COUNTY's fiscal year. Any funds paid over cost will be returned by WORKSHOP to COUNTY or credited against payments for any continuing relationship, at the election of the COUNTY. Should allowable costs exceed payments made COUNTY will reimburse WORKSHOP for those costs within sixty (60) days up to the total hereinabove recited maximum.

c. Where a herein recited report or claim is due from WORKSHOP within a month, payment for that month is expressly conditioned on the acceptance by COUNTY's herein designated representative of the WORKSHOP's performance to be as agreed.

11. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of parties, their offices, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

12. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United

States mail, postage prepaid and addressed to WORKSHOP or COUNTY's herein designated representatives, as applicable, at the herein recited addresses:

WORKSHOP: 660 6th Street, Woodland, California 95695

COUNTY: 213 West Beamer Street, Woodland, California 95695

13. TERM:

a. This Agreement shall commence from July 1, 1981 and terminate June 30, 1982, unless sooner cancelled by party upon thirty (30) days written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type WORKSHOP renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETE LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M Cooper
DEPUTY

SHELTERED WORKSHOP, INC.

BY [signature]
PRESIDENT

MENTAL HEALTH SERVICES

BY C P Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. BLACK
COUNTY COUNSEL

By Elizabeth A. Stultz
DEPUTY COUNTY COUNSEL

EXHIBIT "B"

RATE SCHEDULE

WORK ACTIVITY CENTER	$35.00 per day
WORK ADJUSTMENT.	$35.00 per day
WORK EXPERIENCE.	$35.00 per day
WORK EVALUATION.	$35.00 per day

I-16-81

FILED

DEC 18 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-328

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 15th day of December, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Luke Kim, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.

2. PROVIDER represents that it possesses the requisite expertise and license to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER, in consideration of COUNTY'S herein recited promises, and COUNTY, in consideration of PROVIDER'S recited promises, agree:

1. PROVIDER shall perform psychiatric outpatient services at a location designated by Mental Health Services Director or his designee(s) and psychiatric weekend call and psychiatric rounds once a day during the weekend at Yolo General Hospital, Woodland, California, on such weekends and with such patients as the director and program chief of Mental Health Services or his designee(s) shall designate.

2. COUNTY shall compensate PROVIDER for said services at the rate of $1.50 per hour for all hours on call waiting for a call to come to see a patient at the hospital; THIRTY FIVE DOLLARS ($35.00) per hour for all time devoted to seeing patient(s) at the hospital, including transit time to and from the hospital; and, THIRTY FIVE DOLLARS ($35.00) per hour for outpatient services.

3. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed

EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500).

4. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any emloyee, agent, or contractor of PROVIDER an employee, agent, or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

5. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this agreement, COUNTY does not assume responsibility or agree to defend, indemnify or hold PROVIDER harmless from claims, liability,or loss arising from intentional conduct of PROVIDER.

6. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual,incorporated herein by reference.

7. AMENDMENT: This writing, together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. No modifications, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. TERM: This agreement shall commence on execution, and terminate August 31, 1982 . This agreement may be terminated by either party upon thirty (30) days written notice of the other of such intentions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Clark

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M Cooper
(DEPUTY)

LUKE KIM, M.D.

MENTAL HEALTH SERVICES

BY C P Thomson
DIRECTOR

[illegible] of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M Cooper
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Stalker
DEPUTY COUNTY COUNSEL

FILED

JAN - 7 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-329

Amendment to Agreement No. 77-90

AGREEMENT FOR WATER SERVICE IN EL MACERO

THIS AGREEMENT made and entered into this 15th day of December 1981, by and between the COUNTY OF YOLO (hereinafter referred to as County), and the CITY OF DAVIS (hereinafter referred to as City),

W I T N E S S E T H

WHEREAS, County and City have entered into Agreement No. 77-90 which provides for the operation and maintenance of the water system in the El Macero County Service Area, and;

WHEREAS, said Agreement Par III (D) provides that "Prior to the abandonment or construction of any major unit of the water system within the County Service Area, City and County shall consult and amend this Agreement as appropriate" and;

WHEREAS, the Well No. 1 located in Unit No. 1 on Country Club Drive has not been in active use for several years because of poor water quality, and;

WHEREAS, the County has received an offer for a trade of well sites acquiring in lieu of the above site a new site of equal parcel size and well capacity with a test well indicating the availability of adequate good quality water, and;

WHEREAS, County desires to abandon the existing Well site No. 1 and acquire the new site;

NOW, THEREFORE, in consideration of the foregoing and the following terms covenants and conditions, it is mutually agreed that:

///

///

1. County will summarily abandon the existing Well Site No. 1 and accept in lieu thereof a new site of equal size located on Mace Boulevard just south of El Macero Drive.

2. County will remove, store or dispose of all equipment at the existing site and cap the existing well.

3. County agrees to construct a new well on the new site within five (5) years. County may use any or all equipment salvaged from the existing site for the proposed construction.

4. All County cost for such construction shall be assessed exclusively to the property owner within the El Macero County Service Area. The County's obligation under paragraph 3 above shall be limited to its ability to obtain such financing from the El Macero County Service Area.

5. The new well constructed per paragraph 3 above will be considered a part of Agreement No. 77-90 and will be utilized and owned under the same conditions.

6. Other than agreed herein all other terms, covenants and conditions contained in Agreement 77-90 shall remain in full effect and force.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly constituted officers and cause their seals to be affixed thereto, and the same attested.

COUNTY OF YOLO

By Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETE LUCAS,
Clerk to Board of Supervisors,

Paula M Cooper
Deputy

CITY OF DAVIS,

By Cecily J. Swanly
Mayor

ATTEST:
By Howard S. Pure
City Clerk

CSOEO Form #53B ATTACHMENT C

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
MONTHLY REPORT OF EXPENDITURES

Low Income Household Energy Assistance Program — INVOICE PREPARATION DATE

807 — PROJECT CODE
8200- — CONTRACT NUMBER
REPORT MONTH AND YEAR

TO: CSOEO
1600 Ninth Street
Room 340
Sacramento, CA 95814

FROM:

COST CATEGORY	BUDGET	EXPENDITURES		BALANCE
		REPORT MONTH	TOTAL TO DATE	
Direct Payments				
Direct Program Services				
Administrative Overhead				
TOTAL				

FINANCIAL STATEMENT CERTIFICATION:

Amounts claimed on this report constitute allowable costs in accordance with the terms of the contract.

Prepared by — Typed Name and Title

Authorized Signature — Typed Name and Title

DO NOT WRITE BELOW THIS LINE. CSOEO USE ONLY

$ Advance Received

$ Advance Liquidated

$ Amount Withheld

Approved For Payment By CSOEO:

ASD Authorized Signature

Report Month Total	Total Withheld	Net Payment

administrative functions to aid the member counties in their ongoing operation and management of County Emergency Medical Services Systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Agency, herein referred to as "Agency". For the purpose specified in this Agreement the agency shall be an entity separate from the parties to this Agreement.

ARTICLE II

TERM

A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto.

B. Upon termination of this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, cost expenses and charges incurred under this Agreement shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE III

GENERAL POWERS

A. Board of Directors

1. The Agency shall be governed by a Board of Directors herein referred to as "Board", composed of 11 voting members as follows: One (1) member of the Board of Supervisors of each county except Sacramento County which shall have two (2) members and two (2) members of the Sacramento Sierra Hospital Association Board of Directors one of whom represents a rural hospital. Each such JPA member shall be selected by and serve at the

pleasure of the Board represented by such member.

2. Each appointing authority may make provisions for the appointment of alternate members, who need not be supervisors, as it deems necessary. Such alternate may vote in the place of an absent voting member if so authorized by the appointing authority. Each member shall have an equal vote.

3. In addition to the voting members a member of each county's Emergency Medical Care Committee shall be a non-voting, ex-officio member.

4. The agency shall have a full or part-time licensed physician and surgeon with experience in emergency medicine, as Medical Director to provide medical control and to assure medical accountability for those functions specifically designated to the agency by this agreement. Such physician may act as the physician designated pursuant to the Act by member counties and counties with who the Agency contracts for such services.

5. The agency may employ a Regional Administrator and fix his salary. He shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Regional Administrator to employ staff to fill positions established by the Board.

6. The Board of Directors of the Agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. One of these meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreements shall take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each party hereto. Notice of meetings shall be made at

least one week in advance of said meetings.

7. The Regional Administrator of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each County.

8. A majority of the voting membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members shall be required for the approval of any resolution as to which action of the Board is required.

9. Any vacancy of a regular member shall be filled by the Authority which made the appointment of the member.

10. Members of the Board shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred when on official duty for the Agency unless otherwise specified. No member of the Board may be compensated for any service to the Agency except as provided in this section.

11. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

B. Fiscal Management

The Treasurer and Auditor of the County of Sacramento are designated as Treasurer and Auditor respectively by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Joint Powers Board and Sacramento County.

C. Contracts

In order to achieve the purpose of this agreement, the Agency may make

and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this agreement and any renewals thereof.

D. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the member counties and Sacramento Sierra Hospital Association. Expenses incurred shall not include travel expenses or per diem allowances for board members. Said expenses or allowances shall be borne by each county. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workmen's Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Grants

The Agency may, with member county approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. Rules

The Board of Directors of the Agency shall adopt rules for the governing of the Agency and for the conducting of the business of the Board. Such rules

shall make provision for an annual independent audit. Such rules shall also provide for the operation of Agency Programs including the compensation and privileges of the employees of the Agency, including control of travel and travel expenses at rates established by the Agency. Such rules shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The Board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Sacramento.

ARTICLE IV

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency Designation

The Agency is designated as the Local EMS Agency with respect to the functions delegated to the Agency by each signator to this Agreement. All functions not specifically delegated to the Agency are retained by each county. In the event that any county designates the Agency to act as its Local EMS Agency for any of the authorized functions set forth in Section IV.B below, the Agency shall not act as Local EMS Agency for such county until the county and the Agency have mutually agreed upon a method of financing Agency's activities created by the designation.

B. Agency Authorization

Unless one or more functions are reserved by a County signator within this Agreement, the execution of this Agreement acts as a delegation to the Agency by each signator of all the following functions, and Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signator to this Agreement, the Agency shall perform the following, all in accordance with the Act:

1. The Agency shall plan, coordinate, and evaluate the designated components of an emergency medical services system which have been delegated by this Agreement in accordance with the appropriate provisions of the Act, except in Yolo County which will develop, coordinate, and control a local plan for the emergency medical services system within Yolo County.

2. Except in El Dorado County, the Agency is responsible for implementation and medical control of advanced life support (EMT-P) systems and limited advanced life support (EMT-II) systems under its jurisdiction and for the monitoring of the EMT-P and EMT-II training programs.

3. The Agency shall be responsible for determining that the operation of training programs at the EMT-I, EMT-II, and EMT-P levels (except EMT-II and EMT-P levels in El Dorado County) are in compliance with the Act, and shall approve the training programs within its jurisdiction if they are found to be in compliance.

4. Except in Yolo County and except for EMT-II and EMT-P levels in El Dorado County, the Agency's Medical Director shall, in conjunction with the training institution, cause to be issued a certificate to an individual providing pre-hospital medical care, upon proof of satisfactory completion of an approved training and passage of the examination for competence.

5. Except in El Dorado County, the Agency's Medical Director shall, through the Base Hospital contract, cause to be designated physicians and nurses authorized to give orders and/or monitor EMT-II or Paramedic Personnel.

6. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the reasonable cost of administering the certification process. Such fees may be charged by the testing agency to defray testing and certification costs.

7. Except in El Dorado County, the Agency, with approval of the County Health Officer, may require additional training or qualifications which are greater than those currently in effect as a condition precedent for certification within the EMS area in an advanced life support or limited advanced life support pre-hospital care system.

8. Except in El Dorado County, the Agency may with the concurrence of the County Health Officer authorize advanced life support or limited advanced life support programs which provide services utilizing EMT-II or EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the racilities of a participating general acute care hospital.

9. Except in El Dorado County, the Agency, using state minimum standards, shall establish policies and procedures to assure medical control of limited advanced life support (II) and advanced life support (EMT-P) personnel.

10. The Agency's Medical Director may place on probation, suspend, or

revoke the approval of any training program under his jurisdiction for failure to comply with state law, regulation or regional contract.

11. The Agency's Medical Director may place on probation any certificate holder or suspend or revoke any certificate issued under its auspices in accordance with requirements of state law, regulation or policy.

12. The Agency shall maintain in conjunction with the Regional Communication Coordinating Committee an effective communications system through policies and procedures which assure equitable distribution of frequencies between counties and adjoining regions.

13. The Agency shall develop guidelines, standards and monitor patient transfer to assure proper patient flow to medically appropriate facilities, except in Yolo County which will implement standards and protocols adopted by the Agency for completion of operation of formal transfer agreements between hospitals including agreements carrying out such protocols, guidelines, and standards and monitoring such agreements once executed.

14. The Agency shall provide an organizational and committee structure which fosters interagency and intraagency coordination and maintains an effective working relationship between individuals and groups.

15. The Agency shall provide liaison with county EMCCs, the HSA and providers to plan effective program variations which meet specific county, provider and patient needs.

16. The Agency shall periodically reassess facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice. In Yolo County, Yolo County will implement triage and treatment guidelines adopted by the Agency.

17. The Agency shall perform Legislative activities on behalf of the member counties at the State and Local levels.

18. The Agency shall provide for data collection, analysis and dissemination to assure a factual basis for regional program activities.

19. Except for EMT-II and EMT-P patients in El Dorado County, the Agency shall evaluate regional system effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.

20. The Agency shall research availability of funds, institute applications where appropriate, and manage budget in accordance with regional policies and specific requirements of funding sources.

21. The Agency shall provide information to facilitate intercounty and interregional response and transport of patients.

22. The Agency shall provide for the coordination of regional public education programs including public access, CPR and public relations for EMT-II.

23. The Agency shall provide liaison and consultation between counties in coordination of disaster services as appropriate.

24. The Agency shall comply with all other relevant requirements as stated in the Act.

25. The Agency may contract with any organization to provide any relevant service of function authorized by the Act.

26. The Agency may have other powers and responsibility authorized by the counties.

ARTICLE V

COMMUNICATIONS COMMITTEE

The affairs of the Agency specific to the Emergency Medical Communications Radio System, subject to direction of the Board of Directors, shall be administered by a Regional Communications Coordinating Committee, herein referred to

as "Committee".

1. The Committee shall be composed of eight (8) voting members. The members of the existing Communications Committee established pursuant to the original Joint Exercise of Powers Agreement shall serve as the members of the Committee and shall serve at the pleasure of their respective County Boards of Supervisors.

2. Any vacancy of a regular member of the "Committee" shall be filled by the Board of Supervisors of the appointing County.

3. The Chairman of the Committee shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar half of a year. One of these meetings shall be designated as the annual meeting. The annual meeting shall include the election of officers and other business as deemed necessary. The date, hour and place of the holding of regular meetings shall be fixed by the Chairman.

4. The Secretary of the Committee shall cause to be kept minutes of the regular, adjourned regular and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Committee, to the members of the Board of Directors, and to others as determined by the Chairman.

5. A majority of the voting membership of the Committee shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present shall be required for the approval of any action of the Committee, except that less than a quorum may adjourn from time to time.

6. Reimbursement for expenses of Committee members shall be made by the respective counties.

7. The purpose of the Communications Committee shall be to:

a. Review, comment upon, and evaluate the plans for the area's Emergency Medical Communications System.

b. Advise the Board of Directors of the Agency on general and technical matters pertaining to the Emergency Medical Communications System, including the establishment of administrative and coordinative arrangements necessary for an effective delivery system in the areas served by the member counties.

8. All functions, duties, obligations and responsibilities set forth in this Agreement to be performed by the Committee shall be performed under the direction of and subject to the approval of the Board.

ARTICLE VI

EMERGENCY MEDICAL COMMUNICATIONS RADIO SYSTEM

A. The function of the Committee shall be:

1. To provide for continued management, modification, operation and maintenance of the Emergency Medical Communications System, which has heretofore been established by the member counties.

2. To adopt rules for the operation and use of the communications system by all of the emergency medical service providers within the jurisdiction of the member counties.

3. The Committee may, with member county approval, apply for and receive State, Federal, Local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Committee as stated herein.

B. Licensing

The Emergency Medical Communications System shall be licensed on suitable special emergency radio frequencies in accordance with Section 89.503 of the Rules and Regulations of the Federal Communications Commission.

1. The Agency shall be the licensee of the radio equipment utilized as part of this EMS Communications System, except as follows:

a. VHF Special Emergency Base Stations installed in hospitals.

b. Non-UHF base and mobile radios utilized by public or private ambulance services.

c. Paging base stations utilized by hospitals.

2. Each member county agrees that this radio system shall be operated only in accordance with Federal Communications Commission Rules and Regulations pertaining to medical communications and further subject to only those purposes permitted by the Committee.

3. Each member county agrees that the operation of all such radio equipment by its personnel shall at all times, be subject to control of the Committee and that the Committee shall have reasonable access to such radio equipment.

4. The Committee shall not authorize or permit the use of such radio system for any non-medical purpose.

5. The Committee shall, from time to time, assess the existing radio system, and make necessary recommendations for additions or deletions to the Board for final approval.

6. The Committee shall have physical custody of the licenses and all records pertaining thereto. All such documents shall be physically kept at the Agency's Central office. Copies of all current licenses shall be kept on file with the Committee.

C. Equipment

The County shall, prior to distributing any radio equipment to any ambulance operator, hospital or other medical institution, obtain and keep on file with its FCC records, an Agreement between the Agency or the County and said ambulance operator, hospital or other medical institution. Information provided shall relate to radio licensing, operation, licensee control, equipment ownership and user liability.

ARTICLE VII

RADIO EQUIPMENT

A. Ownership

All radio equipment supplied by funding from the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare or any other appropriate source for the Emergency Medical Communications System shall become the property of each member county in which it is installed. It may only be utilized for the purposes for which intended under the terms of the funding grant.

B. Replacement

Each member county becomes responsible for replacement when necessary of said radio equipment operated within its County, except as provided by separate agreements with each ambulance operator or hospital.

ARTICLE VIII

MEMBER COUNTY ADDITIONAL RESPONSIBILITIES

The following responsibilities for proper operation of the Emergency Medical Communications System shall be assumed by the member counties, less any operations or maintenance funding that may be provided by other sources, unless otherwise specified in agreement between the user and the member county:

1. The installation, maintenance and repair of all mobile radios installed in ambulances within their County.

2. The maintenance and repair of all mobile relay stations assigned to each County, together with any costs for radio vault lease, power, emergency generator, etc., as required.

3. The maintenance and repair of all base and control stations and EMRCC equipment within each County, together with the associated remote control.

4. The maintenance and repair of all base stations and associated con-

soles installed in each hospital.

5. All such radio equipment shall be maintained to a level designated by the Committee.

ARTICLE IX

WITHDRAWAL

A. Any signator to this Agreement may withdraw by giving written notice to all the other signators at least six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective sixty (60) days from the date of notice unless otherwise specified in this Agreement. El Dorado County shall be automatically withdrawn twelve (12) months after execution of this Agreement by said county unless prior to that date said county provides to the Board of Directors a Resolution of its Board of Supervisors that said county elects not to withdraw. Yolo County reserves to itself the right to withdraw any or all of the functions delegated by Yolo County by giving notice in writing to all other signators and the Agency at least sixty (60) days prior to the start of the fiscal year, specifying which functions are being withdrawn from the Agency by Yolo County.

B. Any unexpended fixed assets or property contributed to the Agency by the withdrawing county shall be returned to the withdrawing county, and any other assets shall be returned on a prorated basis.

C. The Board of Directors may permit a withdrawing county to retain emergency medical care equipment secured through the Agency on its withdrawal if the Board determines that such equipment is needed for the medical care of residents of the withdrawing county. For situations arising that are not covered by the above guidelines, the withdrawing county and the Board of Directors of the Agency may enter into a contract settling the terms and conditions of withdrawal. A withdrawing county shall not be entitled to any further distribution of Agency property.

D. Re-Delegation to Agency

As to any function or functions which were expressly not delegated to Agency by this Agreement at the time of its signing, each county shall have the right, at any time in the future, to re-delegate or delegate any or all of such functions to Agency. Such re-delegation or delegation shall be made in writing, specifying which function or functions being re-delegated or delegated to Agency at least sixty (60) days prior to the start of the fiscal year. Before such re-delegation or delegation shall become effective, the county and Agency shall mutually agree upon a method of financing Agency's activities created by the re-delegation.

ARTICLE X

FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30th.

ARTICLE XI

CLAIMS

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

ARTICLE XII

ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER

A. The Auditor-Controller of Agency shall audit and allow or reject claims

based on the budget and without the prior approval of the Board of Directors in any of the following cases:

1. Expenditures which have been authorized by purchase orders issued by an officer of the Agency authorized and approved by the Board of Directors to make such purchases.

2. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

ARTICLE XIII

A. This Agreement incorporates and supercedes the Agreement of July 1, 1981, by and between the counties of Nevada, Placer, Sacramento, Sierra, Sutter and Yuba and all forerunners and amendments thereof. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Coordinating Agency pursuant to said Agreements are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Coordinating Agency, but rather to amend its powers, and place it in compliance with requirements as stated in Part 1 of Division 2.5 (commending with Section 1797) of the Health and Safety Code.

B. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this agreement upon the respective dates set forth after their signature.

COUNTY OF PLACER

12-16-81
Chairman - Date of Approval
Board of Supervisors

COUNTY OF NEVADA

Chairman - Date of Approval
Board of Supervisors

COUNTY OF SIERRA

Chairman - Date of Approval 12-15-81
Board of Supervisors

COUNTY OF SACRAMENTO

Chairman - Date of Approval
Board of Supervisors

COUNTY OF YOLO

Chairman - Date of Approval
Board of Supervisors

COUNTY OF EL DORADO

DEC 15 1981
Chairman - Date of Approval
Board of Supervisors

COUNTY OF SUTTER

Chairman - Date of Approval
Board of Supervisors

COUNTY OF YUBA

Chairman - Date of Approval 12-15-81
Board of Supervisors

FILED

DEC 18 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-331

(An Agreement Delegating the Operation of the Head Start Program)

THIS AGREEMENT, made and entered into this 15th day of December, 1981, by and between the Economic Opportunity Commission of Yolo County, Inc., a California non-profit corporation (hereinafter EOC) and the County of Yolo, a political subdivision of the State of California (hereinafter COUNTY),

W I T N E S S E T H:

RECITALS:

1. On October 21, 1980, EOC and COUNTY entered into Agreement No. 80-377 which provides in substance that EOC shall operate the various war on poverty programs in Yolo County.
2. The United States Department of Health and Human Services, Administration for Children, Youth and Families, has requested that COUNTY and EOC enter into an agreement which more specifically delineates the responsibility of the parties in the operation of the Head Start Program in Yolo County.
3. COUNTY is a grantee within the meaning of 45 CFR Section 1303.2. EOC is a delegate agency, within the meaning of 45 CFR, Section 1303.2.
4. COUNTY desires to delegate and EOC desires to accept the delegation of the operation of the Head Start Program within Yolo County.

AGREEMENTS:

1. COUNTY agrees to delegate to EOC the operation of all Head Start programs in Yolo County for the term of this agreement. COUNTY agrees to pass through to EOC all funds received from the United States Department of Health and Human Services, Administration for Children, Youth and Families for the operation of Head Start programs in Yolo County.
2. EOC agrees to operate all Head Start programs in Yolo County.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

3. EOC agrees to abide by all statutes and regulations of the United States pertaining to the operation of a Head Start program.

4. EOC agrees to perform, as delegate agency, each and every covenant and condition which COUNTY is bound to perform by the terms of COUNTY's grant from the United States Department of Health and Human Services, Administration for Children, Youth & Families.

5. This Agreement shall commence October 1, 1981 and shall terminate upon the effective date of the termination of Agreement No. 80-377 or any extensions thereof.

6. It is understood that EOC is an independent contractor and that no relationship of employer-employee exists between the parties hereto. EOC agrees to hold COUNTY harmless from and against any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this agreement.

7. During the term of this agreement, EOC agrees to maintain in full force and effect the policy of public liability insurance with a minimum coverage sufficient to meet all reasonable foreseeable loss contingencies. If COUNTY demands, EOC shall cause COUNTY to be named as an additional insured on said policy. Upon demand, EOC shall give COUNTY written assurance of its compliance with the provisions of this section. During the term of this agreement, EOC shall not change the terms and conditions of its liability insurance without the consent of COUNTY.

8. EOC agrees to maintain records for each Head Start program participant and agrees to make said records available to COUNTY or to the United States Department of Health and Human Services at all reasonable times

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

and places. EOC agrees to maintain said records for a period of three years from the termination of this agreement or to turn over all records to COUNTY at the termination date of this agreement.

9. Without limiting EOC's general obligation to comply with statutes and regulations, EOC specifically agrees to establish, pursuant to regulations of the United States Department of Health and Human Services, a Parent Policy Council, which Council shall have that authority and that responsibility as provided for a parent council in regulations of the United States Department of Health and Human Resources. Said Council shall be responsible to EOC.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first provided above.

ECONOMIC OPPORTUNITY COMMISSION
OF YOLO COUNTY, INC.

BY Audrey L. Smith (OEO)
AUDREY L. SMITH
Executive Director

BY _____
THOMAS TO, Chairman of the
Board of Directors

COUNTY OF YOLO, a political subdivision
of the State of California

Dated: 12-18-81.

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY Paula M Cowan
DEPUTY

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

APPROVED:

PARENT POLICY COUNCIL

By: Bawb Fendrych
BAWB FENDRYCH,
CHAIRPERSON

Dated: 12-18-81.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

DEC 23 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-332

AGREEMENT TO PROVIDE MENTAL HEALTH SERVICES

THIS AGREEMENT is made and entered into this 22nd day of December, 1981, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "County"), and Crestwood Hospitals, Inc., dba Crestwood Manor - Sacramento & Crestwood Manor - Carmichael, a California corporation (hereinafter referred to as "Contractor").

RECITALS

A. County wishes to extend to residents of the County of Yolo certain services which Contractor is equipped, staffed and prepared to provide under the terms and conditions set forth in this agreement;

B. County believes it is in the best interests of the people of the County of Yolo to provide these services by contracting for such services and facilities; and

C. Parts of Title 9 of the California Administrative Code (as particularly set forth in §§ 500 through 595) and Sections 5600 et seq. of the California Welfare and Institutions Code delineate definitions, standards, procedures and regulations by and pursuant to which County and Contractor may lawfully contract for the provision of mental health services as herein-

after set forth in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Applicable Laws.

Contractor shall provide services in accordance with the California Short/Doyle Act (Welfare and Institutions Code §§ 5600 et seq.) and Title 9 of the California Administrative Code, as from time to time amended; provided, however, any amendments to such statutes or regulations shall not retroactively affect the obligations of the parties under this agreement.

2. Description of Services.

Contractor shall provide services as particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. All professional and paraprofessional personnel employed by Contractor to provide services hereunder shall meet all applicable requirements set forth in §§ 622-630 of Title 9 of the California Administrative Code.

3. Direction and Supervision.

The services provided by Contractor shall be furnished under the general supervision of the Director of Mental Health Services of County (hereinafter referred to as "Director"). Director or his designee shall represent County in all matters pertaining to services rendered pursuant to this agreement and shall administer this agreement on behalf of County, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under the

terms of this agreement.

4. Term of Agreement.

Unless sooner terminated as hereinafter provided, the term of this agreement shall be from July 1, 19 81, through June 30, 19 82, and may be renewed each successive county fiscal year thereafter by written amendment which contains at least:

a. The maximum dollar amount reimburseable; and

b. Estimate of gross cost, revenue, net cost, units of service and rate per unit of service.

Notwithstanding the foregoing, this agreement may be terminated by either party upon sixty (60) days written notice. In the event of such termination, this agreement shall become null and void and of no further force and effect.

5. Payments.

The total contract amount shall not exceed $Twenty Five Thousand Two Hundred Twenty-Five Dollars ($25,225) for the twelve-month period referred to above. Payment shall be made in accordance with Exhibit "B", attached hereto and incorporated herein by this reference.

6. Payment Limitations.

Payment provided pursuant to this agreement shall not exceed the actual costs, as determined by generally accepted accounting principles, incurred by Contractor in providing the

contract services or the contract maximum, whichever is less. Payment in excess of such actual costs or the contract maximum shall be promptly returned to County.

7. Disapproval of Claims.

It is understood that the validity of monthly payments to Contractor, as set forth in paragraph 5 above, is subject to review by the State to insure compliance with applicable laws and regulations. It is further understood that County will be making such monthly payments in advance of said review and approval by the State, and in advance of the reimbursement by the State to County for sums expended thereunder. In the event any claim is disapproved by the State, Contractor shall take all reasonable actions in an effort to obtain such approval. In the event County is not reimbursed by the State for any amount previously paid to Contractor hereunder on the basis of Contractor's failure to comply with any State law or regulation governing the operation of this agreement, Contractor shall promptly reimburse County the amount of any such overpayment.

8. Patient Fees.

a. Patients may be charged a fee by Contractor for services and such fee shall be determined by Contractor under the general direction of the Director. When fees are charged, they shall be determined based upon the patient's ability to pay for services. The "Uniform Method of Determining Ability to Pay" developed by the State Department of Mental Health shall be used in this determination and filed with the

patient records.

b. Charges for services to either patients or persons reponsible shall approximate actual costs as determined by generally accepted accounting principles.

c. Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health.

9. Cost Reports.

Contractor shall provide County with a year-end cost settlement report no later than sixty (60) days after the close of each fiscal year as determined by the terms of this agreement.

10. Records.

a. Contractor shall maintain adequate patient records on each individual patient served under the terms of this agreement which shall include intake information and a record of services provided by Contractor's personnel in sufficient detail to permit an evaluation of services.

b. Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of the services rendered.

c. All patient and financial records shall be available for inspection and audit by the designated auditor of the County or the State Department of Health Services at

reasonable times during normal business hours. Upon expiration or termination of this agreement, all patient and financial records shall be retained by Contractor for a minimum period of four (4) years or until audit findings are resolved, whichever is later.

d. At all times during normal business hours, the State Department of Mental Health, the County or the Director, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Contractor which pertain to services performed and determination of amounts payable under this agreement.

11. Admission Policies.

Contractor's admission policies shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin or ancestry.

12. Confidentiality.

Contractor shall comply with Welfare and Institutions Code requirements regarding confidentiality of patient information.

13. Nondiscrimination.

Contractor shall not utilize discriminatory practices in the employment of personnel, the assignment of accommodations, or in any other respect on the basis of race,

color, sex, religion, national origin or ancestry.

14. Insurance.

Contractor agrees to hold harmless and indemnify County from every claim and demand of any kind of any nature whatsoever which may be made by any person resulting from the action or inaction of Contractor, its officers, agents or employees under the terms of this agreement. It is further agreed that Contractor shall maintain in force at all times during the performance of this agreement a policy or policies of insurance covering all of its operations, including public liability and property damage, with not less than $ 1,000,000/1,000,000 single limit liability. No vehicles shall be used to transport patients and/or clients under the terms of this agreement unless said vehicles are duly insured by Contractor for not less than $ 100,000 per person and not less than $ 500,000 combined single limit. Contractor shall maintain Workers' Compensation Insurance covering any employees of Contractor. Contractor's insurance shall be primary and County shall be listed as an additional insured. A certificate evidencing the maintenance of such insurance coverage shall be filed with County and said certificate shall state that County, its officers and agents are additionally insured, and said certificate shall state that the coverage shall not be cancelled unless County is given notice in writing at least thirty (30) days in advance of cancellation thereof.

15. Independent Contractor.

The parties hereto agree that Contractor, and the agents and employees of Contractor, including its

professional and nonprofessional staff personnel, shall act in an independent capacity and not as officers, employees or agents of County in the performance of this agreement.

16. Assignment.

This agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of County.

17. Successors.

This agreement shall bind the successors of County and Contractor in the same manner as if they were expressly named.

18. Entire Agreement.

This agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this agreement shall supersede in its entirety any and all prior agreements, oral or otherwise, between the parties regarding the services to be rendered herein.

19. Alteration.

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties.

20. Controlling Law.

This agreement shall be interpreted in accordance with the laws of the State of California.

21. Notices.

Notices to the parties as provided in this agreement shall be given by United States mail, postage prepaid, as

follows:

TO COUNTY	TO CONTRACTOR
YOLO COUNTY MENTAL HEALTH SERVICES	CRESTWOOD HOSPITALS
P.O. Box 1217	4635 GEORGETOWN PLACE P.O. BOX 7343
WOODLAND, CALIFORNIA 95695	STOCKTON, CALIFORNIA 95207

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

COUNTY OF YOLO,
a political subdivision of the
State of California

By Robert N Black
Chairperson, Board of
Supervisors

ATTEST: Clerk of the Board of
Supervisors

By Paula M Cooper
Deputy Clerk

CRESTWOOD HOSPITALS, INC., a
California Corporation

By James M Dobbins Jr
James Dobbins, Jr.
Vice President
Operations

APPROVED AS TO FORM
CHARLES H. MACK
COUNTY COUNSEL
By Elizabeth A. Kolb
DEPUTY COUNTY COUNSEL

CRESTWOOD MANOR - FISCAL YEAR 1981-82 SHORT DOYLE BUDGET

PARTIAL DAY CARE

1. COST REPORTING/DATA COLLECTION (CR/DC) CATEGORIES

a.	Program Type:	03-Social Rehabilitation Services
b.	Program:	Treatment
c.	Mode of Service:	Partial Day Care
d.	Service Function:	Social Activity Center
e.	Statistical Unit of Service:	Partial Patient Days
f.	Service Recipient Categories:	Mentally Disordered
g.	Provider Category:	Intermediate Care (Skilled Nursing) Facility

2. PROGRAM JUSTIFICATION

The Special Rehabilitation Program at Crestwood Manor is specifically designed to treat the mentally ill adult client that needs extended care and is not in an acute phase of his illness. Through the use of Behavior Modification techniques, within a structured and controlled environment, this program attempts to modify those aberrant behaviors that preclude placement at a lesser level of care. It does not propose to provide "cures" for Schizophrenia and other types of mental illness, but rather to equip the mentally ill individual with those basic social and daily living skills which are so important in dealing on a "day-to-day" basis in the "real world".

This program, also, provides the opportunity for extremely ill individuals to perform at the highest level of functioning of which he is currently capable, and to prevent any further regression which would require treatment at a higher level of care.

3. EXPECTED IMPACT ON THE PROBLEM

Crestwood Manor intends to serve mentally ill patients needing a level of care between the Acute/State Hospital and Board and Care - in other words, Intermediate Care.

Crestwood Manor intends to serve Sacramento County providing eighty percent (80%) of its capacity (approximately 60,400 patient days), annually.

4. PROGRAM GOALS AND MEASURABLE OBJECTIVES

Goals:

a. Crestwood Manor will contribute to the following Department of Mental Health goals as explained below.

   1. "To help people become and/or remain able to take care of themselves". See "Philosophy" section of Crestwood Manor Enriched Treatment Program (Appendix I, page a).

   2. "To keep people from being placed in institutions unnecessarily by providing care in the community". As stated in this presentation, Crestwood Manor is the primary community alternative to State Hospitals and acute facilities.

b. Program emphasis will be to minimize length of stays and maximize functional improvement for each resident to the extent of his or her own optimum level.

Objectives:

Based upon previous experience, Crestwood Manor will attempt -

a. To increase the functional abilities of 70% of the treatment population, as measured by the Spitzer Global Assessment Scale (GAS) as recorded at admission and at discharge.

b. To maintain the average length of stay between admission and discharge for Sacramento County patients at 180 days.

c. To limit the number of total discharges from Crestwood to higher levels of care to not more than 25% (approximately 78 per year).

d. To increase the numbers of total discharges from Crestwood to lower levels of care to at least 60% (approximately 186/year).

5. PROGRAM PROCESS AND METHODS

General

Crestwood is an approved provider of a Medi-Cal funded Special Rehabilitation Program (S.R.P.) that offers a moderate enhancement of the usual S.N.F. program. Supplemental Medi-Cal funding provides S.R.P. staff which is required by regulation to provide an average of twenty-seven hours of program each week for each patient. Also, by regulation, the facility shall provide a minimum of one hour of direct program staff for each six patient hours of special program services provided.

S.R.P. services, if provided alone, are in part recreational and in part aimed at teaching patients to better attend to their grooming, personal hygiene, social manners, etc. The number of S.R.P. treatment staff would not, by themselves,

5. PROGRAM PROCESS AND METHODS - CONTINUED

afford Crestwood sufficient flexibility in the range of patient behavior that could desirably be managed. For example, restless, young schizophrenices might well become impatient and elope or become violently unmanageable. Patients who might not fit into group activities could not be given the individualized attention they need.

For these reasons, Sacramento County has further augmented the staffing and the resources of the facility so as to enable Crestwood to provide treatment and rehabilitation to three classifications of patients it could not appropriately service with only S.R.P. supplemental staffing.

These classifications are:

1. Persons already in the county Mental Health Department's long-term care system who, while living in a setting less restictive than Crestwood are demonstrating behavior that indicates a need for a more protective setting and an intensification of treatment, but for whom adequate improvement can be expected within a few days to a few months so that discharge to a less restrictive setting than becomes possible and appropriate.

2. Persons currently in State Hospitals in need of long-term care whose behavior requires a level of staff management greater than Crestwood Manor could otherwise provide.

3. Persons, who following an acute hospitalization, need extended care until they are ready for independent living or discharge to a less protective setting.

Managing these classifications of patients is made possible only by the additional treatment staff provided by Short Doyle funding in addition to that provided by S.R.P.

The two sources of combined funding allow the following increased program capabilities which would not otherwise be available:

a. S.R.P. Funded Staff

S.R.P. funded staff meets those staffing requirements outlined in Sections 72395 - 72431, Title 22, Division 5, Chapter 3, of the California Administrative Code. This requirement is for an average of 27 program hours per patient, per week, delivered by a ratio of staff to patients not less than one to six.

b. Short Doyle Funded Staff

Short Doyle funded staff provide an additional 10 hours per week (average) of program services above and beyond the 27 hours required by S.R.P. and it increases the direct treatment staffing level which would otherwise be providing treatment to the same number of patients. The addition of

b. Short Doyle Funded Staff - Continued

these extra Short Doyle staff allow us to:

1. Admit and treat a more severely disturbed clientele.

2. Shorten lengths of stay for those clients for whom discharge is reasonable expectation.

3. Deliver a more intensive, sophisticated program with improved, personalized staff-to-patient ratios.

In Section 5(g) Service Delivery, we shall describe more specifically the enhancement of both the qualitative and quantitative aspects of the program by the addition of Short Doyle funded staff.

Full accountability for the expenditure of both Medi-Cal S.R.P. and Short Doyle funds will be assured by:

a. The maintenance of separate payroll departments.

b. The full compliance with each of the two sets of regulations and contract requirements.

Program Process And Methods

a. Client Identification - All clients must be:

1. Admitted with a diagnosed psychiatric or behavioral disorder.

2. Referred from a social service agency, private physician, acute hospital discharge coordinator, crisis center, or other appropriate person(s).

b. Admission Criteria And Procedures

See Appendix II - " Admission Policies".

c. Financial Eligibility

1. Crestwood will comply with the UMDAP requirements, provided that Sacramento County shall assist contractor in determing such patient's ability to pay through the Uniform Method of Determining Ability to Pay (UMDAP) process.

d. Individual Problem Assessment

1. See Appendix III - "Problem Oriented Charting".

2. See Appendix I - "Evaluation Procedures" section, page h.

3. Each patient will be rated on a "Spitzer Global Impairment Scale" at admission and discharge.

e. Diagnostic Activities

1. Skilled nursing facility regulations require an admission diagnosis be assigned by the attending physician.

2. Additional tests may be conducted as ordered by the attending physician.

f. Case Planning And Progress Reporting

1. Establishing Goals And Objectives

This is done through an individual evaluation to establish baseline data on the patients behavioral deficits. This process includes application of the MACC Behavioral Adjustment Scale (1971), which compares the person with other in-patient residents (nationally), stated in terms of:

a. Mood.

b. Cooperation.

c. Communication.

d. Social contact.

This evaluation process is done by assigned counselors on each shift. Once sufficient baseline data is gathered, the patient's behavioral problems are articulated in the problem-oriented medical record format, i.e.:

a. Problem is stated in individualized, observable, measurable behavioral terms.

b. Objectives are stated for each problem in similar terms.

c. Treatment plans are developed to address each of the problems and objectives.

2. Arranging For Deliver Of Service

These treatment plans are implemented by the assigned counselors utilizing behavior modification approaches and modalities in quantities determined by the patient's ability to participate. Services are scheduled continuously, 24 hours per day, seven days per week.

3. Confidentiality Of Client Records

Confidentiality of client records is assured Section 5328 of the Welfare and Institutions Code, Title 9 of the California Administrative Code.

4. Amount Of Services

Amount of services will average 37 hours per week, per patient, 27 of which will be provided by Medi-Cal S.R.P. funded staff, and at least 10 hours of which will be provided by Short Doyle funded staff.

5. Progress Evaluation And Changes In Levels Of Functioning

a. Problem lists will be reviewed by counselors and attending psychiatrists monthly.

b. Objectives and treatment plans will be reviewed at least quarterly.

c. Program staff will chart the progress of each patient at least weekly. These entries indicate changes in the patient's condition and the effectiveness of treatment. They are problem oriented and are the prime source of information effecting decisions about the patient's individualized treatment plan.

d. Quarterly, the State Department of Mental Health Statewide Evaluation Reports will be submitted, as required by the Sacramento County Department of Mental Health. Most significant of these reports is the "Global Assessment Scale".

e. Test batteries are given to those in-coming residents for whom more data is needed. Examples of tests utilized are: MMPI; 16PF; Rorschach; TAT; WAIS.

g. Service Delivery

The Medi-Cal Special Rehabilitation Program requires an average of 27 hours of program per week per patient. The additional Short Doyle funds made available by Sacramento County (and other counties) will purchase:

a. An average increase of 10 more program hours per patient.

b. An increase in treatment staff by more than double.

These increased staff capabilities provide marked, demonstrable improvements in the quality and quantity of our program. In general terms, they are the difference between defensive, custodial care and an aggressive, therapeutic rehabilitation program. Without this enriched staff, our facilities would:

a. Be unable to admit patients of such severe levels of disorder as those presently admitted.

b. Be unable to retain patients whose conditions exacerbate.

The obvious not effect to the Sacramento County Mental Health System of these decreased treatment capabilities would be increased stays and re-admissions at the acute and State Hospital levels of care.

More specifically, the Short Doyle supplement purchases increased quantities of treatment modalities.

a. Overall - the 10 additional hours of program per week translate to the following totals:

Average number of patients in program (137 x 98.5% occupancy)	134.9
	x 10
Total program hours	1,349.0
	x 80% (Sacramento County)
Weekly program hours purchased by Sacramento County S/P	1,079.2

b. Allocation of these weekly program hours would be to the following treatment modalities as specified:

1.	Counseling	675.0 hours per week
2.	Adult education	162.0 hours per week
3.	Recreation	512.0 hours per week
		X 80%
	Total	1,079.2

The qualitative aspects of the program are also enhanced by the Short Doyle supplement. Although this enrichment is less tangible and quantifiable, it is perhaps even more significant in terms of its effect on final patient outcome. When the staff supplement afforded by Short Doyle funding is superimposed upon the treatment modalities mandated for the Medi-Cal S.R.P. as described below, it becomes apparent that the program is enhanced in the following specific ways (a typical week in either facility):

a. Self Help Skills Training

1. Personal care receives greater emphasis by the increased amount of staff attention to each individual patient.

2. Money management training requires 8 - 16 hours per week of staff time, and this time is possible only because of the additional Short Doyle staff.

3. Use of public transportation is currently taught by our enriched recreation staff and consumes approximately 8 hours per week of their time. Without this staff, only cursory instruction of perhaps one-half hour per week could be delivered.

4. Use of community resources training currently consumes some 12 hours per week of staff time. Without Short Doyle, this figure would be only 6 hours per week.

5. Behavior control, impulse control are constant, on-going, integral parts of each counselor's daily duties. Again, poorer staff-to-resident ratios would seriously hamper this most important function. That deterioration would be the difference between training the patient to control his behavior, and simply intervening, on a crisis basis, after he has failed to do so.

6. Frustration tolerance is the same as #5 above.

7. Mental health education is inter-linked with most of these modalities and, as such, is not quantifiable.

8. Physical fitness is currently offered by our enriched recreation department some 7 hours per week. Without Short Doyle, this would probably decrease to 2 hours per week.

b. Behavioral Intervention Training

1. Behavioral modification modalities are the heart of our program. They can only be effective when they are consistently and individually applied. Without Short Doyle, the resulting decrease in staff-to-patient ratios would render any attempts at behavior modification essentially meaningless.

2. Remotivation therapy is an inherent part of our recreation program. A 75% reduction in our recreation program (necessitated if we did not have Short Doyle funds) would obviously have a corresponding impact upon this modality.

3. Patient government activities would be uneffected.

4. Group counseling currently occurs some 7½ hours per week. This figure would undoubtedly be reduced by 50% without Short Doyle.

5. Individual counseling is an inherent, continuous part of each counselor's interaction with each patient. Less counselors would obviously result in at least a corresponding decrease in individual counseling.

c. Interpersonal Relationship

1. Social counseling would be effected similarly to individual counseling.

2. Educational and recreational therapy would be reduced by a total of 674 hours per week (as previously stated) if Short Doyle were not available.

d. Prevocational Preparation Services

1. Homemaking is currently consuming 40 hours per week of staff time. The loss of Short Doyle would reduce this to 10 hours per week.

2. Work activity is currently a full time (40 hours per week) position for one industrial therapy counselor. Without Short Doyle, this staff committment would decrease to some 10 hours per week.

3. Vocational Counseling could only be done on a referral basis if Short Doyle were not available.

e. Prerelease Planning

Prerelease planning currently requires some 10 hours per week of staff time.

When reviewing the qualitative effects on these modalities effected by the Short Doyle augmentation, it is important to consider that:

1. These allocations to time and effort are only approximate, since it is virtually impossible to precisely allocate every hour of staff time to a specific modality. Many modalities can occur simutaneously in the same activity.

2. The qualitative aspects of the augmentation, although intangible, are probably more important than the quantitative. For example, a counseling group with one counselor for eight residents may be very effective. If that ratio is diluted by only 50%, however, the resulting group may have absolutely no therapeutic value or effectiveness.

Appendix I contains more specific descriptions of services being delivered to Crestwood's Enriched Treatment Program.

f. Discharge And Case Closure Policies And Procedures

See Appendix IV - "Discharge Policies".

g. Case Evaluation - Outcome Reporting

1. See Appendix I - "Evaluation Procedures" section, page h.

2. The attending physician and treatment staff will evaluate individual patient progress and results of treatment as defined in the individual problem oriented medical record (POMR).

3. Problem oriented records will indicate services provided and changes in functioning.

4. Numerous other medical records (as required by S.N.F. regulations Title 22, C.A.C.) will contribute information regarding the patient's course of treatment, i.e., discharge summaries, laboratory tests, physician's progress notes, etc.

5. G.A.S. (Spitzer) will be performed as previously stated.

6. COMMUNITY INTEGRATION

Crestwood Manor - Sacramento and Crestwood Manor - Carmichael are facilities with Special Rehabilitation Programs emphasizing community integration, developing support systems for residents, and providing individualized treatment programs and normalization of the environment.

The staff utilize a practical approach within a Behavioral Modification structure to teach and re-teach residents skills so that they can achieve their own optimum level of care whether it be board and care facilities, independent living or with family. The counselors help the residents achieve a successful experience in their own deficit areas which might include inadequate educational abilities, lack of skills, poor grooming and personal hygiene, little understanding of leisure skills, or difficulties regarding vocational deficits.

Through an active program that utilizes community resources both within and outside the facility, Crestwood hopes to stimulate in its residents a sense of the community. The staff want the clients to better comprehend what is appropriate and acceptable in society. Also, we hope to generate improved problem-solving techniques and more self-directed behaviors while developing a more independent, capable person. The staff realize a "cure" may not be achieved, but also know residents can have an improved chance of remaining in the community.

An important concept in our program focuses on the better understanding of human rights, especially patient rights. The counselors treat all residents with dignity and respect, but are determined to assist clients in doing the same.

Finally, this program stresses that the resident must accept primary responsibility in changing his behavior. If the client chooses to demonstrate appropriate behaviors, we will place the individual in the least restrictive level of care. Crestwood Manor feels that our clients will demonstrate improved skills when dealing with the stresses of daily living.

a. Pre-Discharge

This phase of the treatment program emphasizes increased community participation for those residents who have demonstrated sufficient progress that enables them to become more active in the community. Most of these residents become active members of the Community Involvement Group Committee which stresses problem-solving, advanced assertive training regarding community oriented problems, and leisure counseling. The Community Involvement Group Committee has an integrated staff of Program and Recreation. Outside agencies are frequently utilized during the Pre-Discharge stage including, for example -- C.M.S., Public Conservators Office, the Community Involvement Program and American River College. Periodically, the Patient Care Department Heads will meet to review the population to determine who might be nearing discharge.

b. Daily Living Skills Training

This is considered the backbone of preparing the resident to cope with greater independence. The skills taught here are pragmatic and fundamental, yet vitally important.

1. Homemaking skills

This is accomplished through the skills of an Adult Education teacher from the San Juan or Sacramento City Schools District, who provides courses, such as the following: (with help from Recreation and Program Staff):

a. Cooking, planning menus, shopping.

b. Sewing.

c. Money management, budgeting, etc.

d. Time awareness.

2. Personal Care

a. Grooming.

b. Hygiene.

3. Basic Education - Adult Education

a. Courses in reading, writing, math are provided by Adult Education, San Juan Unified School District, and Sacramento City Unified School District.

b. Any resident who desires or needs to improve these skills may attend these classes - residents are encouraged to enroll by their counselor if they exhibit responsible, appropriate behavior in the classroom.

4. Responsibility - The Resident Is Held Responsible For:

a. Time awareness.

b. Attending activities and meals.

c. Attitudes and behavior toward peers and staff.

d. Being available for medications on time.

e. Personal care (as outlined above).

f. Aiding peers, less physically able.

c. Vocational Adaption

1. The San Juan Unified School District and Sacramento City Unified School District, Adult Education Program, offers a full spectrum of pre-vocational and vocational services. These programs are tailored to complement the educational program offered in-facility. The following

continuum is thus available to residents, based upon their own individual capabilities.

a. Various community programs including the San Juan Unified School District's Adult Education Program offer a full spectrum of pre-vocational and vocational services.

b. In-facility Adult Education course include a cooking class and basic education courses to develop pre-vocational skills. The Adult Education teacher also conducts a Bus Mobility Program at least once weekly.

c. Pre-Vocational

1. San Juan Unified School District.

2. Sacramento Rehabilitation Center (Sacramento City Schools).

3. Community Interaction Program (Crossroads).

4. Community Involvement Group.

5. American River College - Vocational.

6. Personal Effectiveness Training.

d. Vocational

1. Vocational counseling (where appropriate) through State Vocational Rehabilitation Center.

2. Work activity - industrial therapy (previously referred to).

3. Volunteer placement - when work or vocational placement is an unrealistic expectation, volunteer placements may be coordinated through Mental Health Association, Volunteer Bureau, etc.

4. American River College's job placement.

e. Utilization Of Community Resources

Community linkages are an essential part of the Crestwood Manor - Carmichael's program. The facility emphasizes the integration of residents into the community, teaching of community resources and "leisure counseling" through a therapeutic recreation approach. The following is a list of current resources utilized by Crestwood - Carmichael.

d. Field Trips

Field trips are a regular, important component of the program. Trips that are planned on a regular weekly basis will be open to residents on a first come first serve basis. Some trips will be planned with participation based on counselor referral, only. Large scale field trips will be planned well in advance with communication between the Program Director, Director of Nursing, and Dietary Supervisor to deal with special considerations such as special diets, medications, and other problems.

The staff ratio to residents will never be less than 1 staff to each 8 residents. If any alcohol beverage is served, approval for each resident must be made by the Director of Nursing.

e. Sample In-Service Topics For Community Integration

1. Community referrals.
2. Creative community programming.
3. Sexually active residents.
4. Human rights/patient rights.
5. Suicide, assessing risk.
6. Community programming.
7. Daily living procedures.
8. Conservatorship.
9. Industrial therapy.
10. Earning L.O.A.'s.
11. Self-efficiency.
12. Confidentiality.
13. Vocational rehabilitation by State Counselor.
14. Art therapy.
15. CIP by Crossroads staff.

f. Resident Government

See Appendix I, Attachment IV.

7. ACCESSIBILITY

a. Programmatic

Both facilities are staffed with several counselors who are bilingual and who offer excellent interpretive capabilities. Some representative languages are German, Spanish, Vietnamese, French. We utilize service for the blind through use of the braille record library, and we have some staff members that are conversant in sign language.

b. Physical

Both facilities have large vans with a transportation capacity of 14 people each. In addition the Crestwood Manor - Sacramento facility has a station wagon which is utilized for special appointments and errands. We have adequate parking space with handicapped space and wheelchairs ramps that meet the requirements of all Federal, State and local laws, Both facilities are in compliance with all laws relating to fire and safety of the Health and Safety Code.

8. COORDINATION

No other organization in Sacramento County provides a similar program within our service area so, obviously, we do not duplicate service. Crestwood Manor facilities have a formal transfer agreement with the Hospital Council of Northern California, California Association of Health Facilities, and Hospital Council of Central California. Other agreements are informal, however we work cooperatively with all other agencies who deal with mentally ill clients, ie.: Live Oaks Center, Sutter Memorial Hospital, American River Hospital, C.M.S., and Sacramento County Conservators office. We have consulted frequently with Sacramento County Department of Mental Health in preparing this application.

9. CITIZEN AND COMMUNITY PARTICIPATION

Enclosed is a list of agencies and groups involved in the Special Rehabilitation Program (Appendix I, page o). These groups have varied levels of participation. Some agencies are frequently involved whereas other groups are only periodically utilized depending on resident needs.

The local community is a vital part in the development of Crestwood Manor's treatment program. Since resident involvement in the community is essential to rehabilitation, Crestwood utilizes community resources as significant aspect of treatment.

Crestwood Manor attempts to generate resident input into the development of programs through two primary methods. The facility program contains a resident government which regularly meets to support communication between residents.

Hopefully, the residents can better present their ideas to the staff. The Program Director periodically meets with officers of resident government.

Secondly, the recreation staff meets periodically with resident recreation advisory group. The advisory group discusses activities, resident needs, and program needs. The Recreation Department endeavors to respond realistically to the needs whenever possible.

Finally, Crestwood Manor has developed a systematic communication program with the local citizens. We have met individually and collectively with various citizens/businesses regarding the Special Rehabilitation Program. Whenever individuals encounter problems, they can contact predetermined program supervisors who are committed to be as responsive as possible.

10. VOLUNTEERS

Volunteers are an integral part of the Special Treatment Program at Crestwood. Although large numbers are not utilized, the volunteers function in important auxiliary roles.

Crestwood uses many sources for its volunteers. Examples are:

a. Human Services Department students from American River College

b. Recreation Interns from C.S.U.S.

c. Art Therapy Interns from C.S.U.S.

d. Mental Health Volunteers from Mental Health Association

11. AFFIRMATIVE ACTION PLAN

See Appendix VIII

12. ADMINISTRATION

a. See Appendix I, Attachment VII - "Organization Charts".

b. See Appendix VI - "Job Descriptions".

c. See Appendix VII - "Job Description/Contract - Dr. Johnson & Dr. Pleasant".

13. TRAINING

Program staff receive 20 hours of Behavior Modification Program Inservice within the initial 60 days of employment. This introductory program in-service is conducted by the Program Consultants and is required of all counseling and recreation staff. Following the initial 20 hour Program Inservice all program staff are required to attend a 1 hour weekly topic in-service. Areas covered in weekly

• topic in-service include:

a. Psychotropic medications.

b. Specific programming techniques.

c. Establishing objectives for inactive residents.

d. Documenting resident's progress.

e. Effective communications.

f. Patient's rights.

g. Community resources.

Recreation staff is required to attend a 1 hour weekly recreation in-service provided by the recreation department. Volunteers receive an initial orientation to the facility by the recreation staff. Although not required they are encouraged to attend all facility in-services provided to program staff.

14. REPORTING AND EVALUATION

a. Indications Of Changes In Individual Client Mental Health Status And Levels Of Functioning

1. A Spitzer Global Assessment Scale will be accomplished at admission and discharge for each individual served. This report indicates changes in a client's level of functioning.

2. A MACC - Behavioral Adjustment Scale will be accomplished at admission/discharge for each individual served. (See Appendix I, Attachment I). This report profiles the client's level of functioning as compared to a base group of hospitalized patients.

3. Individual specific problems, objectives and goals are defined from observation of baseline behavior for each client and stated in his medical record (Problem Oriented Medical Record). Ongoing charting to those problems than occurs on a regular basis indicating the relative success or failure of the patient to achieve his particular goals and objectives. This mechanism represents the single most important tool for the treatment staff (and the patient to determine the patient's completion of the program). It is a multi-disciplinary plan, comprising input from psychiatric, recreational, and nursing staff, the attending physician, the family, interested social service agencies, our dietician, etc.

4. Other "Statewide Evaluation Program" reports will be utilized as required.

b. Program Reports

1. Short Doyle Cost Reports - as required. Specifies units of service, numbers of clients, and costs of services.

2. "Client Episode and Admission Reports" - submitted monthly as the basis for billing. Indicates unduplicated admissions and units of service (see Appendix VIII). Source: Daily Census Reports.

3. Monthly Cost Breakdown - submitted with each monthly billing, this simple report indicates to the Department how each dollar was expended that month (see Appendix IX) including itemized payroll costs and supplies and fees. Source: Payroll register and accounts payable register.

4. Department of Mental Health (California) Statewide Evaluation Program.

c. Analysis of Reports

These reports are gathered from various sources and will serve as management tools which will indicate:

1. A profile of our target group, who they are, what their problems are, and what our program does (or doesn't) do for them.

2. What the program needs to provide to meet the needs of this target group.

3. The effectiveness of the program and what can be done to improve staff performance and supervision.

EXHIBIT "B"

RATES: (Per day, Per patient)

Crestwood Hospital - Sacramento	$10.05
Crestwood Hospital - Carmichael	$ 7.75

FILED

DEC 23 1981

PETE E. LUCAS, CLERK OF THE BOARD
BY _____ DEPUTY

AGREEMENT NO. 81-353

(For special engineering services to design plans and specifications for the Yolo General Hospital Energy Conservation Measures.)

THIS AGREEMENT, made and entered into this 22nd day of December, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and with Koenigshofer Engineers, Inc., hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

RECITALS:

1. On March 3, 1981, COUNTY and CONTRACTOR entered into Agreement No. 81-57, wherein CONTRACTOR agreed to perform a Technical Energy Audit of the Yolo General Hospital Facility.
2. The Technical Energy Audit prepared by CONTRACTOR in May, 1981, demonstrated the need for modifications in the Yolo General Hospital Facility to effect energy savings. Receipt of energy grant funds provided the impetus to initiate design development of hospital energy conservation measures (ECM'S).
3. CONTRACTOR uniquely possesses the expertise to design the said ECM'S in accordance with COUNTY'S expectations, attached hereto as Exhibit "A" and incorporated herein as reference.

PROJECT:

1. To develop a design, drawings, and specifications from the preliminary stages up to construction documents for the approved ECM'S as shown on Exhibit "A" at the Yolo General Hospital Facility hereinafter referred to as PROJECT.

AGREEMENTS:

COUNTY, in consideration of CONTRACTOR'S promises contained in hereinafter recited agreements, and CONTRACTOR, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. CONTRACTOR'S OBLIGATIONS:

   a. CONTRACTOR shall provide services to COUNTY in accordance with Exhibit "A", attached hereto and incorporated by this reference.

   b. Within twelve (12) weeks of execution of this agreement CONTRACTOR will perform the design phase of PROJECT.

   c. Following COUNTY review and approval of PROJECT design, CONTRACTOR will submit completed specifications for this PROJECT in sufficient detail to enable the COUNTY to solicit bids for this PROJECT. CONTRACTOR shall complete said specifications within a period of four (4) weeks at the conclusion of the review process.

2. COUNTY'S OBLIGATIONS:

   a. COUNTY shall cooperate with CONTRACTOR in providing access to information as needed to facilitate gathering of sufficient information for completion of the PROJECT described in this agreement.

   b. COUNTY shall designate representatives responsible to:

      (1) Authorize major steps to be undertaken;

      (2) Review findings, conclusions, and recommendations of CONTRACTOR; and

(3) Authorize advancement of the PROJECT and the progress and final payments to CONTRACTOR.

c. COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONTRACTOR which provides adequate and reasonable time for review.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

COUNTY'S designated representative for this PROJECT is the Director of the Health Services Agency.

4. ASSIGNMENT/SUBCONTRACTING:

CONTRACTOR may not assign its responsibilities hereunder, it hereby being expressly acknowledged by parties that CONTRACTOR'S expertise is unique.

5. PAYMENT:

a. COUNTY shall pay CONTRACTOR the sum of FIVE THOUSAND FIVE HUNDRED ($5,500.00) DOLLARS as follows:

(1) THREE THOUSAND SEVEN HUNDRED AND THIRTEEN ($3,713.00) DOLLARS upon completion of the design phase of PROJECT.

(2) ONE THOUSAND TWO HUNDRED THIRTY SEVEN ($1,237.00) upon completion of the specifications for PROJECT.

(3) FIVE HUNDRED FIFTY ($550.00) DOLLARS upon timely completion of the PROJECT and not later than thirty (30) days following the completion of the PROJECT.

b. The maximum total payment to CONTRACTOR for performance under the terms of this agreement will not exceed

FIVE THOUSAND FIVE HUNDRED ($5,500.00) DOLLARS.

c. Where a herein recited report or claim is due from CONTRACTOR within a PROJECT phase, payment for that phase is expressly conditioned on the acceptance of the phase as complete, in so far as is determinable without a test of the design, by COUNTY'S designated representatives.

d. Completion of work within specified time lines is a condition precedent and subsequent to COUNTY'S obligation to pay the final payment to CONTRACTOR.

6. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not constitute a waiver of either that condition precedent or subsequent in any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

7. CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state governments as a result of this contract.

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8. INDEMNITY:

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, his agents or employees, from and against all claims, demands, losses, damage, liability, cost and expenses, including court costs and counsel fees accruing or resulting to any person, firm, or corporation who may be injured by the acts or omissions of CONTRACTOR including but not limited to acts of professional negligence.

9. INSURANCE:

During the term of this agreement, CONTRACTOR agrees to maintain in full force and effect policies of public liability and professional negligence insurance with a minimum coverage sufficient to meet all reasonable foreseeable loss contingencies. If COUNTY demands, CONTRACTOR shall cause COUNTY to be named as an additional insured on said policy. Upon demand, CONTRACTOR shall give COUNTY written assurance of its compliance with the provisions of this section. During the term of this agreement, CONTRACTOR shall not change the terms and conditions of its liability insurance without the consent of COUNTY.

9. NOTICE:

Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United State Mail, postage prepaid, and addressed to CONTRACTOR'S or COUNTY'S herein designated representative, as applicable, at the last

known address of either.

10. Any waiver by COUNTY of any default, breach or condition of this agreement shall not be construed as a waiver of COUNTY of any other default, breach or condition or any right of this agreement. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, either written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing signed by the parties hereto.

11. TERM:

This agreement shall commence upon execution and terminate at the conclusion of the PROJECT. This agreement may not be cancelled by either party except for cause or anticipatory breach of contract.

IN WITNESS WHEREOF, the parties have excuted this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY _____ Deputy

Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CONTRACTOR

David A. Koenigshofer
KOENIGSHOFER ENGINEERS, INCORPORATED

APPROVE TO FORM:

By _____
Deputy Counsel

EXHIBIT "A"

PROJECT DESCRIPTION

Item		Cost*
ECM 1.	OSA Lockout & Fan Interlock of HHW Pump 3/4 HP HHW Pump presently runs continuously. It is proposed to shutdown pump when OSA temperature rises above 65°F.	$ 275.00
ECM 2.	Economizer Addition Air Handler presently has manual OSA & RA dampers. It is proposed to add automated two-position actuators and OSA temperature sensor such that air handler receives 5% OSA temperature if 65°F and 75° F and 95% OSA when OSA temperature is between 65°F and 75°F.	$ 4,650.00
ECM 3. ECM 5.	Two Domestic Hot Water Pump Lockouts 1/4 HP DHW pump presently operates 24 hrs./day. It is proposed to install an aquastat in the water line such that the pump will only run when the water temperature falls below 110°F.	$ 370.00
ECM 4.	Two HVAC Unit & Install for D-Wing Wings A, B, C, & D presently conditioned by AH - 3 & 4 in Mech. Rm. 2. Wing D is occupied approximately 12 hrs./day. It is proposed that two roof top units and time clock be installed to serve Wing D resulting in energy savings during those hours that Wing D is not occupied. It is impossible to shut off one wing without shutting off all wings at present.	$14,578.00
ECM 8.	Chiller Optimizer The present chiller is running at higher loads than necessary. Load choices are 40%, 60%, 80%, and 100% of total capacity with minor automatic adjustment at each level. Install optimizer to modulate motor load to match chiller output load.	$15,000.00
ECM 9.	Two new Rooftop HVAC Units for Surgery/Admin. Install separate cooling units on roof over surgery and admin. offices so that these areas can be shutdown when not in use. Areas presently must remain on 24 hrs./day because of other zones served by the common fan. Total 10 Tons required.	$19,153.00

*The figures utilized under "cost" include not only design cost, but materials, equipment, and installation costs as well. Presentation in this manner is a means to identify the ECM'S with the earlier Koenigshofer Audit.